

Chief Executive Officer
Louis Ward, MHA



Mayers Memorial Hospital District

Board of Directors
Beatriz Vasquez, PhD, President
Abe Hathaway, Vice President
Laura Beyer, Secretary
Allen Albaugh, Treasurer
Jeanne Utterback, Director

Board of Directors
Regular Meeting Agenda
April 22, 2020 1:00 pm

Due to COVID-19 shelter in place orders and under the authority of the Governor's Executive Order N-29-20, this meeting will be conducted entirely by teleconference. No physical location will be available. Members of the public can attend and provide public comment via teleconference at the following link and number:

Zoom Meeting: [LINK](#)

Zoom Call In Number: 1 669 900 9128, Meeting ID: 982 6499 0549

Mission Statement

Mayers Memorial Hospital District serves the Intermountain area, providing outstanding patient-centered healthcare to improve quality of life through dedicated, compassionate staff, and innovative technology.

In observance of the Americans with Disabilities Act, please notify us at 530-336-5511, ext 1264 at least 24 hours in advance of the meeting so that we may provide the agenda in alternative formats or make disability-related modifications and accommodations. The District will make every attempt to accommodate your request.

				Approx. Time Allotted
1	CALL MEETING TO ORDER			
2	CALL FOR REQUEST FROM THE AUDIENCE - PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS			
—	Persons wishing to address the Board are requested to fill out a "Request Form" prior to the beginning of the meeting (forms are available from the Clerk of the Board, 43563 Highway 299 East, Fall River Mills, or in the Boardroom). If you have documents to present for the members of the Board of Directors to review, please provide a minimum of nine copies. When the President announces the public comment period, requestors will be called upon one-at-a time, please stand and give your name and comments. Each speaker is allocated five minutes to speak. Comments should be limited to matters within the jurisdiction of the Board. Pursuant to the Brown Act (Govt. Code section 54950 et seq.) action or Board discussion cannot be taken on open time matters other than to receive the comments and, if deemed necessary, to refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.			
3	APPROVAL OF MINUTES			
3.1	Regular Meeting – March 25, 2020	Attachment A	Action Item	2 min.
3.2	Emergency Meeting – April 10, 2020	Attachment B	Action Item	2 min.
4	DEPARTMENT/QUARTERLY REPORTS/RECOGNITIONS: WRITTEN REPORTS SUBMITTED, NO VERBAL REPORTS			
4.1	Resolution 2020-06 – March Employee of the Month	Attachment C	Action Item	5 min.
4.2	Director of Nursing – Acute: Theresa Overton	Attachment D	Report	
4.3	Director of Quality: Jack Hathaway	Attachment E	Report	
4.4	Director of ED & Ancillary Services: JD Phipps	Attachment F	Report	
4.5	Hospice Quarterly Report: Mary Ranquist	Attachment G	Report	
5	BOARD COMMITTEES			
5.1	Finance Committee			
5.1.1	Committee Meeting Report		Report	10 min.
5.1.2	March 2020 Financial Review, AP, AR, and Acceptance of Financials		Action Item	5 min.
5.1.3	Burney Health Clinic Award of Contract	Attachment H	Action Item	10 min.
	Resolution 2020-07: Awarding Burney Health Clinic Remodel Contract to Trent Construction			

5.1.4	Capital Expenditure Plan	Attachment I	Action Item	5 min.
5.2	Strategic Planning Committee			
5.2.1	No April Meeting, next meeting on May 11 th			
5.3	Quality Committee			
5.3.1	April Meeting Report – DRAFT Minutes Attached	Attachment J		
6	NEW BUSINESS			
6.1	Policy & Procedure Quarterly Summary Approval	Attachment K	Action Item	5 min.
6.2	MVHC Correspondence to the Board	Attachment L	Report	5 min.
7	ADMINISTRATIVE REPORTS			
7.1	Chief's Reports – Written reports provided. Questions pertaining to written report and verbal report of any new items	Attachment M	Reports	
7.1.1	CEO – Louis Ward		Report	10 min.
7.1.2	CCO – Keith Earnest		Report	5 min.
7.1.3	CFO – Travis Lakey		Report	5 min.
7.1.4	CNO – Candy Vculek		Report	5 min.
7.1.5	COO – Ryan Harris		Report	5 min.
7.2	ED of Community Relations & Business Development – Val Lakey	Attachment N	Report	5 min.
7.3	Construction Change Orders – None			
8	OTHER INFORMATION/ANNOUNCEMENTS		Information	
9	ANNOUNCEMENT OF CLOSED SESSION			
9.1	Real Property Government Code 54956.8: Potential Property Purchase with New Services Offered		Information	
10	RECONVENE OPEN SESSION – Report Closed Session Action		Information	
11	ADJOURNMENT: Next Regular Meeting – May 27, 2020			

Posted 04/17/2020

Attachment A

Chief Executive Officer
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Mayers Memorial Hospital District

Board of Directors
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Abe Hathaway, Vice President
Laura Beyer, Secretary
Allen Albaugh, Treasurer
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Board of Directors Regular Meeting Minutes

March 25, 2020 – 12:00 pm
Teleconference Call – FULLY Remote

These minutes are not intended to be a verbatim transcription of the proceedings and discussions associated with the business of the board's agenda; rather, what follows is a summary of the order of business and general nature of testimony, deliberations and action taken.

1 CALL MEETING TO ORDER: Beatriz Vasquez called the regular meeting to order at 12:08 pm on the above date.

BOARD MEMBERS PRESENT:

Beatriz Vasquez, President
Abe Hathaway, Vice President
Laura Beyer, Secretary
Allen Albaugh, Treasurer
Jeanne Utterback

STAFF PRESENT:

Louis Ward, CEO
Ryan Harris, COO
Keith Earnest, CCO
Travis Lakey, CFO
Candy Vculek, CNO
Val Lakey, ED of Community & Relations and Business Development
Jessica DeCoito, Board Clerk

ABSENT:

2 CALL FOR REQUEST FROM THE AUDIENCE - PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS

3 APPROVAL OF MINUTES

3.1	A motion/second carried; Board of Directors accepted the minutes of February 26, 2020.	<i>Beyer/Hathaway</i>	<i>Albaugh – Y Beyer – Y Hathaway – Y Utterback – Y Vasquez – Y</i>
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4 DEPARTMENT/OPERATIONS REPORTS/RECOGNITIONS

4.1	A motion/second carried; Belinda Strickland was recognized as February Employee of the Month. Resolution 2020-04	<i>Beyer/Utterback</i>	<i>Albaugh – Y Beyer – Y Hathaway – Y Utterback – Y Vasquez – Y</i>
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5 BOARD COMMITTEES

5.1 **Finance Committee**

5.1.1 **Committee Meeting Report:** no additional questions or comments.

5.1.2	February 2020 Financial Review, AP, AR and acceptance of financials.	<i>Hathaway/Albaugh</i>	<i>Albaugh – Y Beyer – Y Hathaway – Y Utterback – Y Vasquez – Y</i>
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5.1.3	Burney Health Clinic Recommendation for Award of Contract: bid process was reviewed and discussed. Three bids received: Trent Construction, Gifford Construction, & Randy Hill Construction. Lowest, responsive, responsible bidder was Trent Construction at \$2,033,000.00. Make sure to address COVID-19 environment in schedule when creating schedule. Contingency will be addressed,	<i>Hathaway/Albaugh</i>	<i>Albaugh – Y Beyer – Y Hathaway – Y Utterback – Y Vasquez – Y</i>
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could be carried at 20%. Finance Committee recommends that we award contract to Trent Construction. A motion/second carried; Resolution 2020-05.

5.1.4	Clinic Financing: Finance Committee recommends to use CHFFA Financing for the Burney Rural Health Clinic. We will cover anything over \$1,500,000.00. A motion/second carried; to proceed forward with financing application.	<i>Albaugh/Beyer</i>	<i>Albaugh – Y Beyer – Y Hathaway – Y Utterback – Y Vasquez – Y</i>
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5.2 **Strategic Planning Committee Chair Albaugh**

5.2.1 **Committee Meeting Report** – no meeting held

5.3 **Quality Committee Chair Beyer**

5.3.1 **Committee Meeting Report** – no meeting held

6 NEW BUSINESS

6.1	Policy & Procedure Approval	ATTACHMENT G	<i>Beyer/Utterback</i>	<i>Albaugh – Y Beyer – Y Hathaway – Y Utterback – Y Vasquez – Y</i>
	1. Satellite and Home Office Security			
	2. Infection Control Construction and Renovation			
	3. Trauma Informed Care Assessment MMHD665			

7 ADMINISTRATIVE REPORTS

7.1 **Chief's Reports**

7.1.1 **CEO:** Active movement around COVID-19 in the hospital. SNF days are up with 82 patients – hospitalists have helped tremendously with SNF intake process. Traveler/Registry numbers are down thanks to the hiring of MMHD staff. We may see this number go up depending on COVID-19. Employee meetings have been postponed. We are keeping employees up to date with daily memos on COVID-19. Staff has been great to work with on preparing for COVID-19. Emergency Operations Plan is in place. All COVID-19 expenses are being tracked for reimbursement. Everyone is participating on webinars and conference calls to prepare and be in the know with COVID-19. All patients and employees are screened before coming into the building. Staff is routed to the nearest entrance at their department to limit exposure and traffic. Measures are being put into place for working at home for certain departments. Retail Pharmacy is only open for Drive Thru transactions. Thrift store is closed and those volunteers are working on the Grocery campaign to help provide groceries to those who need the assistance. Burney lab is closed but FR is open. Surgery is postponed through the month of April. Employee morale is very important – we have worked with multiple companies to provide lunches for both FR and Burney. Testing: we are a collection site. Samples will be sent off to another facility per the instructions by Public Health. Mercy is expected to have their own testing in the next few weeks, which will be faster than current testing facilities. 89 tests in Shasta County: 3 positive & 86 negative tests – one recovered, one passed away 3/24/2020 and the third is in isolation. PPE is in shortage worldwide but we have a good supply. Inventory is being monitored daily. Community has stepped up to sew masks for staff. Daycare: the church sits in a nonconforming zone. We have had conversations with the county and are working out a way to have a daycare in there. A use permit is being filed with the county. And we will proceed.

7.1.2 **CCO:** Telemedicine clinics are held out of Physical Therapy D. All patients entering into PT building are being screened. Cardiac Rehab is working with monitored patients and those individuals are being screened. Grocery deliveries will be available to anyone in our district – if Burney individuals need assistance, we will pick up the groceries from Ray's and then deliver.

7.1.3 **CFO:** Tracking the drop in revenue from the current situation. Financially we are ok considering everything going on. We will continue to track COVID-19 expenses for reimbursement later down the road.

7.1.4 **CNO:** nursing staff filling viable rolls and taking on extra shifts to help. COVID-19 education has gone out to all nursing staff. All staff is being very diligent with COVID-19. Still hiring amidst all the COVID-19 precautions going into place.

7.1.5 **COO:** as of Friday, March 20th, OSHPD let us energize panels for the expansion. Climate in the building should be good to go in the next week for work to progress forward. We have a new project manager, Jason Reed – years

of experience in California Hospitals and has also taken the IOR test. AB2190 extension work on Demolition of the 1953 building has been approved for start of April 2021 and completion of December 2021. Purchasing has been providing daily reports of PPE, so we can stay up on the needs of our facility.

7.2 ED of Community Relations and Business Development: Legislation – not a lot of going on because legislators are not in place. Focusing on our messaging to the community and staff with regards to COVID-19. Participating in a PIO group in conjunction with surrounding facilities. Recruiting efforts are still going on. Emergency Preparedness efforts from the past and paying off now – specifically relationships created with other healthcare facilities. We are participating in daily press conferences with the county.

7.3 **Construction Change Orders:** none

8 OTHER INFORMATION/ANNOUNCEMENTS

9 ANNOUNCEMENT OF CLOSED SESSION –

9.1 **Government Code Section 54962:**

.2 **Real Property Government Code 54956.8 No action**

.3 **Litigation Government Code 54956.9**

.4 **Personnel Government Code 54957 – No Action**

11 RECONVENE OPEN SESSION:

12 ADJOURNMENT: 1:43 pm

Next Regular Meeting: April 22, 2020 – Burney Boardroom

I, _____, Board of Directors _____, certify that the above is a true and correct transcript from the minutes of the regular meeting of the Board of Directors of Mayers Memorial Hospital District

Board Member

Board Clerk



Mayers Memorial Hospital District
Always Caring. Always Here.

RESOLUTION NO. 2020-06

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF MAYERS MEMORIAL HOSPITAL DISTRICT RECOGNIZING**

Danise Vaughn

As March 2020 EMPLOYEE OF THE MONTH

WHEREAS, the Board of Trustees has adopted the MMHD Employee Recognition Program to identify exceptional employees who deserve to be recognized and honored for their contribution to MMHD; and

WHEREAS, such recognition is given to the employee meeting the criteria of the program, namely exceptional customer service, professionalism, high ethical standards, initiative, innovation, teamwork, productivity, and service as a role model for other employees; and

WHEREAS, the MMHD Employee Recognition Committee has considered all nominations for the MMHD Employee Recognition Program;

NOW, THEREFORE, BE IT RESOLVED that, Danise Vaughn is hereby named Mayers Memorial Hospital District Employee of the Month for March 2020; and

DULY PASSED AND ADOPTED this 22nd day of April 2020 by the Board of Trustees of Mayers Memorial Hospital District by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Beatriz Vasquez, President
Board of Trustees, Mayers Memorial Hospital District

ATTEST:

Jessica DeCoito
Clerk of the Board of Directors

Director of Nursing Board Report

April 22, 2020

Outpatient Medical Services—

Updates:

- RN for OPM- Ellie Haydock RN OPM full time. We have been able to borrow a LVN Kat LTC for wound clinic days, which has been helpful and hopefully interesting and educational for staff. Her training helps with continuity of care in LTC.
- The Outpatient Census is down a bit with an average monthly patient visits at (120 approx. a month). December 115 patients, 152 procedures January 113 patients, 139 procedures, February 90 patients, 115 procedures, March 107 patients, 131 procedures (These counts do not include seeing LTC residents with wounds in Burney and FR or Telemed assessments when needed.)

Continuing Work:

- **Covid planning- last wound clinic was 3/31. OPM moved to Surgery recovery rooms 4/1 as planned. Asked to remove all supplies from cupboards in OPM 4/8 to eliminate contamination of supplies. Completed on 4/8, supplies are stored now. Operating out of treatment carts in Surgery recovery rooms. Backup plan to see OPM patients in PT a couple days a week, if Surgery rooms are needed for increased hospital capacity.**
- **Louis, Travis and Dr Zittel met regarding MMHD taking over his billing. This will happen in April, a contract is now signed and MMHD is ready to bill.**
- **Val and Michelle met regarding lower OPM census and new marketing plan. We will be doing some quick OPM videos, pt testimonials to send out to local providers, staff, and to discharge planners in Redding. On hold due to Covid emergency preparedness.**
- Mercy Oncology physicians have been privileged in OPM and signed off in med-exec and board signatures. Thomas Peterson NP from MVHC is now privileged in OPM. Val sent welcome marketing packets to the new physicians.
- Dr Rasmussen from Physicians Wound Center has been seeing patients now for a year at MMHD. We are excited to have another wound specialist come to MMHD. He and Dr Zittel will be switching every few weeks for wound clinic visits. This will increase the times that the physicians will be rounding at MMHD.
- IT/OPM ERMR charting. We are changing direction at this point. We are looking for ambulatory software that works for OPM and a future clinic. IT and OPM had a Paragon demo last month and are waiting for price quotes and administration approval to move forward.
- Referrals- We continue to send out email reminders and stop by MVHC with packets of order sets. We have placed OPM order sets and referral forms on our website and send out a password/link for: Provider Resources on the MMHD website
- OPM continues offering skin grafts for patients. Graftix is a cryopreserved placental membrane comprised of an extracellular matrix (ECM) rich in collagen, growth factors, fibroblasts, mesenchymal stem cells (MSCs), and epithelial cells native to the tissue. Designed for application directly to acute and chronic wounds. Flexible, conforming cover that adheres to complex anatomies. AND Stravix® cryopreserved placental tissue, composed of the umbilical amnion and Wharton's Jelly, retains the extracellular matrix, growth factors, and endogenous neonatal mesenchymal stem cells, fibroblasts and epithelial cells of the native tissue.

- OPM has been seeing residents in LTC in Burney and FR. Residents are no longer being seen as OPM but in the resident's rooms in LTC, except when Dr Zittel or Dr Rasmussen wound care specialist comes.
- OPM is utilizing the telemedicine room during wound clinic days. We are requesting a cabinet to store dressings in. We use a treatment cart in the infusion room on wound clinic days currently. This will need to happen after the new addition for the hospital.
- OPM delivered laminated signs that include pressure injury staging, to departments for national pressure ulcer prevention day. Also, wound product selection guides were laminated and delivered to all departments.
- **Issues/Needs:**
 - **Plan for computer charting in OPM. Had a demo from Paragon for the ambulatory software. Currently, will be getting a team to look at ambulatory computer charting options as we move forward with the clinic. We are hoping we will be able to use this in the OPM setting. The project timeline has been set back due to Covid planning per IT.**
 - Price shop to find another company similar to tissue analytics to help our work flow and help with patient centered care in OPM leading to get better reimbursement. Work toward ambulatory care system for OPM in the future? This is a camera similar to LTC uses for wound documentation. We continue to compare different camera systems and get price quotes. Ie. Wound zoom, Silloutte, Moleculight, inSight, Wound Vision, Wound WiseIQ, Swift medical, eKare wound works.
 - **LTC currently working on new process plan to make sure staff are taking wound photos/assessments weekly. Will continue to monitor progress at weekly wt/wounds meeting.**

Thank you,
Michelle Peterson RN, CWCN
Outpatient Department Assistant Manager

Acute Services—ADC 1.73 October 2019-Feb. 2020 and Swing ADC is 2.96 and LOS for Swing is 10.7. Observation days average=11.

- Since my last report, I completed my Bachelor's Program and am thankful for the support of Mayers.
- Acute Assistant Manager returned from maternity leave. Works 2-days Admin and 2-days on Acute floor.
- In the last 2-months we have acquired 1-FTE RN, 2-per diem RN's making us at capacity. 8-FTE RN's, 1-FTE LVN (continues to work towards his RN upgrade), 2 per diem RN's. 1-Acute Assistant Mgr, 4-FTE CNA's.
- We continue to utilize several of our nurses to float to OPM and OPS. We will continue to be fully staffed when we resume the surgery schedule. This will not require use of travelers/registry.
- Acute Social Worker/Discharge Planner expanded job duties to include Fall River LTC. This has been a great opportunity for Marinda May to expand her knowledge to include LTC residents.
- Developed Staffing Matrix for Acute CNA's/LVN to float to SNF when Acute low census to reduce registry costs hospital wide. This is close to a 50% float.

- Educated staff on being alert and aware of changing condition in patients and notifying supervisor and physicians in a timely manner. Initiated daily management system to complete assessments by 0800/2000 for staff awareness.
- The main item that has occupied many staff members is developing a plan for COVID-19 surge.
 - After a plan was developed for triage of PUI (person under investigation) for COVID, OPM became the isolation area for COVID-19 PUI. To date, we have only utilized the area two times of which both patients were negative and then moved out to Acute.
 - There are 4-patient rooms that all have negative pressure machines. The entire OPM area has been closed off and isolated from any other HVAC system. PPE is required in this area at all times. A Pyxis machine was moved to this area along with other supplies for patient use. A checklist was designed to assist staff when the Code-19(COVID PUI) is called. This allows all staff to understand the protocol and what is required.
 - COVID-19 surge with plan for 25 patients. This included developing plan for rooms past Acute. Once we get to the trigger of 15 patients, the two OPS rooms will be used (4-beds) and then outpatient waiting room, Telemed and Infection Preventionist offices will be cleared and prepared for patient use giving us 6 more beds. The OPM space will continue to be available for COVID-19 patients needing higher acuity.
 - A pyxis has been rented for use at St. 3 and a clean utility room has also been set up.
 - To care for 25-patients requires all nurses on hand. We have developed a plan that includes utilizing staff from Hospice, Cardiac rehab, OPM, LTC and nursing administration as needed. We have continued with 2-13 week travelers to fill the gap.
 - The peak of the surge in California is a moving date. For the whole state it was Apr. 15 but rural communities is estimated to be 2-weeks behind that. Our whole team has been working hard in preparation for a surge. We are planning for the worst but HOPE for the best!
- Outpatient Medical has been moved to OPS and they are still seeing patients for the time being.
- OPS has been suspended for the month of March, April and first part of May thus far. This staff has been utilized full-time on Acute and LTC.

Outpatient Surgery: On a normal basis, the every other week model continues with Dr. Guthrie once a month and Dr. Syverson twice a month. We maintain 3-CRNA's at this time who work on a rotation. With the full staffing of Acute, we are now able to start orienting a backup OR circulator with the cross training of staff from Acute to OPS. This will relieve the pressure to our 1-OR circulator.

Respectfully submitted,

Theresa Overton, RN BSN
Director of Nursing

Quality Report April 2020.

Early Year Quality.

SNF

Quality is continuing to build on the success that we have had this year. Staffing in the Skilled Nursing has remained where it has to in order to see continued increase in star ratings for the District, and we hope that by the next issuance of stars that we can see another star added to our facility.

We have had a few reports to the state, however, the team is handling these reports well, and the majority are reports that do not have a tag associated with the report (of the seven 2567s we have received in 2020 to date only two have had a tag associated with them – those two only had one tag each). We have had two tags because of falls with injury, there will have to be some staff empowerment in order to overcome what is an emerging pattern of not sending the residents to the ER to get an X-Ray straight away. Both falls with injury are similar in nature, although not the same. The first was some time ago, and the note from the Doc stated that if the resident could not bear weight to send them for an x-ray. The second, the Doc stated that he would be in in the morning to assess the resident. In both cases it would have served us well to have had an x-ray right after the fall. However, nursing assessments did not show that the residents were obviously broken, perhaps there is some work that can be done in that area as well.

At any rate – those are the only tags that we have received (one tag is pending, however, it should be almost exactly the same as the last tag unfortunately so we are planning ahead for our response). We are currently exploring new metrics to be tracking in the SNF – we have a two that are associated with POC that we have submitted (Nurses signing off on resident care plans weekly to help educate staff and recognize the potential for resident to resident abuse, and tracking gait-belt usage through return demonstrations to ensure that we have no more fall associated with that use). Aside from these two events that have created necessary tracking we are working to build a reporting structure around our LEAN work and show what we are accomplishing that way.

Acute

While Quality was involved in a national provider work group to advocate for changes to the hospital star rating system – the majority of that work will not be seen until 2021. Quality was able to create a EHR quality workgroup consisting of IT, DON, DOED, and Quality to address a more complete use of our EHR and to find ways to trouble shoot and build around issues that are brought to our attention. Similar to all SNF work – the Acute work has been on hold for the pandemic response.

COVID19 Response

With the changes that have taken place due to the COVID19 issues - Quality has taken a turn as has the rest of the hospital (world). The majority of the work early on was focused on writing and submitting

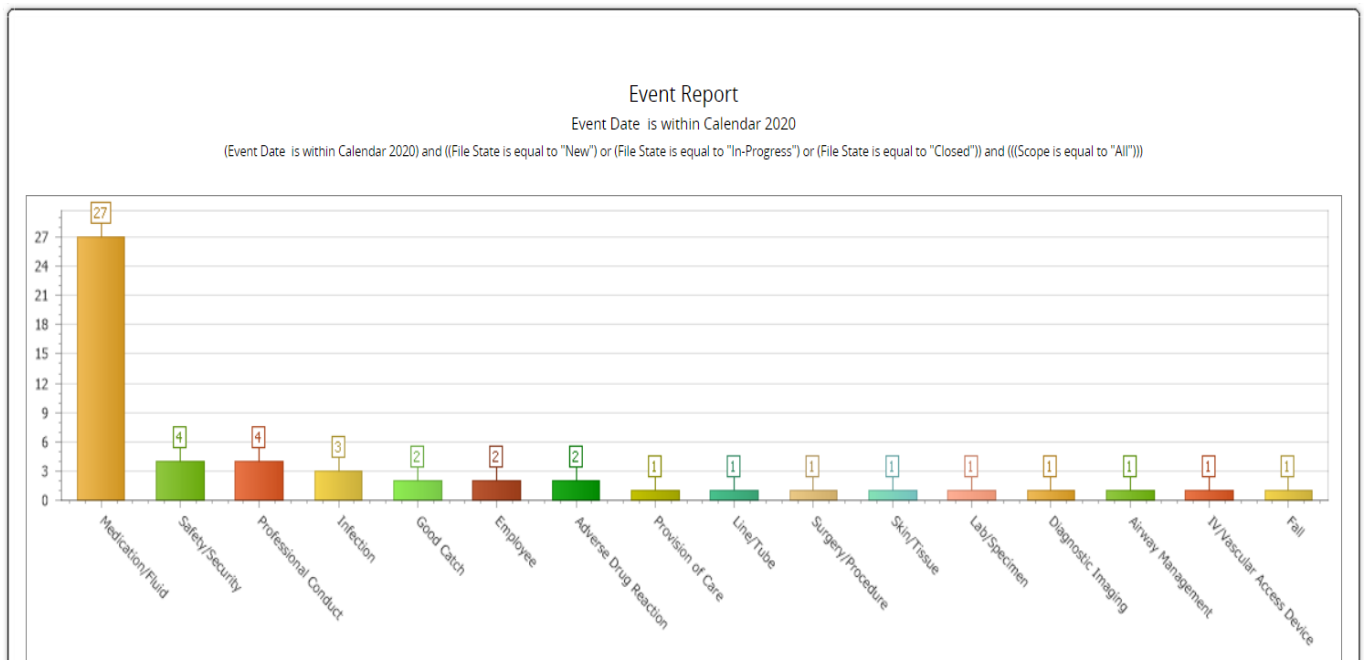
program FLEX to the state and assisting the nursing team as we had to stand up all kinds of new and necessary responses to the unknown that was/is COVID1; all of those responses required policy and lots of interfacing with CDPH as we created all of this new, Quality was able to speak with CDPH enough to get Steve Garner’s direct office line and email so that we could just email changes as we made them in response to what was happening in the facility. Quality has also been in contact with CDPH as AFL’s have been released to get clarification raise issue if any need exists. As we have put the project plans in place and accomplished them we stand now with a ready posture to see if something will come of all of this – we are all in agreement that it would be fantastic to have all this work done and all these processes in place and never use a single one for an actual COVID patient. However, the reality is that eventually we will have to deal with this in some form – at that time I believe we will have a good first line of response.

Risk

As you all know we have one current risk case at bar, the exposure level of this risk case has the potential to be very high. However, the last conversation had with the attorney made it seem that the thrust behind the case was not to target the hospital. This case has been put on hold due to the pandemic, as soon as we start to work back up in this case you will be informed.

RL6 continues to be a value, however, our CCO has found some issues that Quality has yet to be able to resolve that seem to make it not as effective as it could be. However, generally outside of the tweaks that the CCO has found it continues to be a good system (far and away better than paper as it is) and as Quality continued to improve its skill in customization of RL6 the hope is that it becomes even more effective as a tool for tracking and responding to risk issues here in the hospital.

Currently (as of 04/13/2020 when this report was written) we have the following events reported in 2020.



When we return to what will be our new normal we will have to look more closely at the med errors – some are found after the fact by the pharmacy upon their review – pointing to the fact that there needs to be education and empowerment for staff to use the system correctly so we can see the errors in real time. Other issues around Med Errors will also continue to be investigated, however, with that continuing to be the largest reported error a LEAN project will likely be the answer.

Compliance

Currently we are working on updating our compliance plan to include all of the phase 3 requirements for SNF and the needs of hospice. Rather than having three separate compliance plans the district should have one overarching plan that can be educated out to all staff and kept on hand. In the past I know that the hope was around the plan being 1 or 2 pages connected to policies, and while the connection to policy is easy – the Compliance department has yet to find a compliance plan for a healthcare district like Mayers that meets such a short page requirement. Currently the plan under construction is around 10 pages and that is far smaller than the plans that we have been given as reference. More to come on that as we finalize and bring it to the board as soon as humanly possible.

Respectfully Submitted

s/ JH

Jack Hathaway, MPA, JD, CCEP©

Director of Quality

April 22, 2020 – Emergency Department Board Report

General

Well we certainly didn't expect a pandemic during this year but here we are. A great deal of work was put in by countless personnel in the ED and leadership to prepare Mayers Emergency Department operations for an increase in potentially disease communicable patients. As you know, the challenge for the ED was creating operational mechanisms for both regular patients and potentially infectious patients. The Emergency Department is truly the front line to the hospital.

Accomplishments

- Developed and implemented a process of using Burney Fire disaster trailer for the screening and treatment of potential COVID 19 patients
- Developed and implemented a process for screening all patients entering the facility
- Developed and implemented an intubation documentation record to improve documentation of this critical procedure
- Revised EMTALA paperwork
- Implemented training for Mayers Triage process to assure compliance following CDPH inspection
- Developed a Sepsis Protocol aimed at early identification and standardized treatment of potential sepsis patients
- Develop and implement an Acute MI Protocol aimed at early identification and standardized treatment of potential heart attack patients
- Developed procedure and education for USGPIV – Ultrasound Guided Peripheral Intravenous catheters. Many patients have difficult to find veins for the purpose of starting IV access for the delivery of medications and fluids. A critical patient makes this process even harder.
- Begun performing Mock Codes at least quarterly, mostly monthly, so staff members get an opportunity to practice resuscitation and critical care skills more frequently and are able to increase their confidence and competency
- Reached full staffing for the ED of permanent staff – added additional travelers to increase staffing to 3 nurses days and nights temporarily in preparation for the Covid increase in patients

Challenges

- Covid, covid, and covid
- Organizing and carrying out annual education and standardized competencies for department staff

Goals

- Develop and implement standardized competencies for all Emergency Department personnel and procedures – this is an ongoing process
- Fully implement USGPIV training and protocol
- Fully implement sepsis protocol
- Implement a smooth transition to the new ED inclusive of revised processes and flow

Respectfully Submitted By: JD Phipps, RN, BSN, MS, Director of Emergency and Ancillary Services

Hospice Quarterly Report-- (Jan. 1 2020-Mar 31 2020).

Admissions Census : We have had seven admissions with an average daily census of 2.24. Please see attachment for complete breakdown.

Covid 19 : We are following guidelines set forth by masking, gloving , and handwashing. We are assessing patient's and family's travel, visitors and symptoms as recommended by the guidelines. We are limiting number of visits to hospital by sending one staff member only for hospice evaluation, referrals, and or picking up meds and supplies. If Hospice services are needed in the SNF we have been asked to utilize minimal staff members as needed to provide services.

We have also participated in Paragon training as well as Pyxis and we are taking call for the hospital in the event of a surge in patient census. I participated in a ventilator review with ER staff to assist in the care of a patient or patients requiring a vent, if needed.

Attachment G.1

END OF MONTH CENSUS REPORT
 For 01/01/20 Thru 03/31/20
 Program: Hospice Care
 Team: <MAYERS>

	EOM Census	EOM Pending	EOM NH Census	EOM Non Cancer Census	Avg Daily Census	Current Month Avg LOS	12 Month Avg LOS	Admits	Discharges	Deaths
Hospice Team	2	16	0	2	2.24	27.66	26.16	7	0	6
Totals	2	16	0	2	2.24	27.66	26.16	7	0	6



**Mayers Memorial
Hospital District**
Always Caring. Always Here.

CONSTRUCTION CONTRACT

Lump Sum Price

Between District and Contractor

THIS AGREEMENT ("Agreement") is made as of April 22, 2020, ("Effective Date") between Mayers Memorial Hospital District ("District") located at 43563 Hwy 299 East Fall River Mills, CA 96028 and Trent Construction ("Contractor") located at 8270 Truckee Ave., Gerber, CA 96035 for the construction of the Burney Rural Health Clinic Remodeling Project ("Project") in accordance with the Contract Documents.

By executing this Agreement, each of the signatories represents that he or she has the authority to bind the Party on whose behalf his or her execution is made.

<p>District: Mayers Memorial Hospital District 43563 Hwy 299 East Fall River Mills, CA 96028</p> <p>By: _____ (Signature)</p> <p>Name: Louis Ward, Chief Executive Officer</p> <p>Telephone No.: (530) 336-5511 Email: lward@mayersmemorial.com</p>	<p>Contractor: Trent Construction 8270 Truckee Ave. Gerber, CA 96035</p> <p>By: _____ (Signature)</p> <p>Name and Title: Kendel Trent, President Telephone No.: (530) 385-1778</p> <p>Email: office@trentconst.com</p> <p>CA License No.: 667020</p>
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THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS.



KEY BUSINESS TERMS SHEET

District's Representative	Ryan Harris, Chief Operations Officer (530) 336-5511 x 1191 43563 Hwy 299 East Fall River Mills, CA 96028 rharris@mayersmemorial.com Fax: (530) 336-6199
District's designers and their representatives	Michael Ryan Architect of Record Greenbough Design Phone No.: (530) 683-6744 Email: mryan@greenboughdesign.com Thomas E. Fassbender Civil Engineering Warren Consulting Engineers, Inc. Phone No.: (916) 985-1870 Email: tom@wceinc.com
Contractor's Representative (Key Personnel)	Kendel Trent 8270 Truckee Ave., Gerber, CA 96035 E-Mail: office@trentconst.com Main: (530) 385-1778 Cell: (530) 510-9324 Fax: (530) 385-1421
Contractor's Superintendent (Key Personnel)	Breck Foster Email: bfoster@trentconst.com Main: (530) 385-1778 Cell: (530) 921-2827
Compensation	Contract Price \$2,033,000.00 (lump sum)
Contractor's C.O. Adjustment	5% overhead & profit on subcontracted portions of the Work 15% overhead & profit on self-performed portions of the Work.
Subcontractors' C.O. Adjustment	Cannot exceed 15% overhead & profit on self-performed portions of the Work, and 5% on portions of the Work performed by tier-Subcontractors. Tier-Subcontractor overhead and profit cannot exceed 15%.
Insurance Mark-Up	1%
Payment and Performance Bond Mark-Up	2%
Average Daily Rate for permitted delay per Section 7.4	\$750 per work day for general conditions and general requirements costs
Retention	5% until Project achieves Final Completion
Schedule:	(See Exhibit 5)
Adverse Weather Days	10 days
Commencement Date	May 1, 2020



Substantial Completion Date ("Contract Time")	January 1, 2021
Final Completion Date	January 29, 2021
Liquidated Damages	
0-15 days past Contract Time	\$0 per calendar day (grace period)
16-30 days past Contract Time	\$500 per calendar day
31 days and beyond Contract Time	\$1,500 per calendar day
Insurance	Per Exhibit 6
Workers Compensation Employers' Liability	Statutory limits \$1,000,000 each accident \$1,000,000 each employee \$1,000,000 policy limit
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 in aggregate \$1,000,000 personal/advertising injury \$2,000,000 products/completed operations
Automobile	\$1,000,000 combined single limit
Excess Liability Insurance	\$3,000,000
Tools and Equipment	Fair Market Value
Contractors Pollution Liability	\$1,000,000 per claim \$1,000,000 in aggregate
Design-build subcontractors	Professional Liability \$1,000,000 per claim \$2,000,000 in aggregate
Additional Insureds	Mayers Memorial Hospital District and its Board of Directors
Project Site Address	20641 Commerce Way Burney, CA 96013
Lender	No
Interest on late payments	Per California Prompt Payment Act



TABLE OF EXHIBITS

The Exhibits referred to in this Agreement and attached hereto are incorporated into this Agreement by reference as though set forth in full.

Exhibit 1	Definitions
Exhibit 2	Supplemental Conditions
Exhibit 3	Construction Documents
Exhibit 4	Compensation
Exhibit 4A	Lump Sum Breakdown
Exhibit 4B	Field Labor Rates for Change Orders (Self Performed Work)
Exhibit 4C	Equipment Rates for Change Orders
Exhibit 5	Schedule
Exhibit 6	Insurance and Bonding
Exhibit 6A	Contractor's Insurance Requirements
Exhibit 6B	Bid Bond
Exhibit 6C	Payment and Performance Bond
Exhibit 6D	District's Project Insurance Requirements
Exhibit 6E	Non-Collusion Affidavit
Exhibit 7	District Provided Information
Exhibit 7A	Separate Consultants and Separate Contractors
Exhibit 8	Disclosure of Government Positions



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1. GENERAL PROVISIONS

1.1 Defined Terms. Defined terms and titles of Exhibits are capitalized throughout the Agreement and the Exhibits. The definitions for this Agreement are set forth in alphabetical order in **Exhibit 1**. The District and Contractor will be individually referred to as a Party and may be collectively referred to as the Parties.

1.2 Project. The project consists of the remodeling of an existing medical clinic into a new OSHPD 3 Medical Office Building that will be used as a Rural Health Clinic ("Project"). The Project is located at 20641 Commerce Way, Burney, CA.

1.3 Project Delivery. The Project will be delivered under a design-bid-build contract held directly by the District pursuant to Health & Safety Code section 32132.

1.4 Collaboration. Contractor will collaborate with the District, the Architect of Record ("AOR"), OSHPD, and all other permitting and regulatory agencies, in good faith to achieve performance of the Work in accordance with the Contract Documents.

1.5 Communications. All communications between the District and the Contractor will be through their Representatives identified in the Key Business Terms Sheet. If the Contractor or District changes its Representative on the Project it must notify the other party in writing of the change.

1.6 Relationship of the Parties. Contractor's relationship with the District is that of an independent contractor whose involvement in the Project is to act solely in the capacity of a California state licensed contractor performing Work, and not as an agent, fiduciary, partner, member of, subsidiary of, or otherwise as an affiliate of the District.

2. CONTRACT DOCUMENTS

2.1 Defined. Contract Documents include this Agreement, all Exhibits set forth in the Table of Exhibits above, the Construction Documents, and all subsequent contract modifications issued after execution of this Agreement such as Amendments and Change Orders. All of the Contract Documents are incorporated into this Agreement by reference as though set forth in full.

2.2 Order of Precedence. The Contract Documents are intended to be fully cooperative and complementary. Contractor will promptly notify the District in writing through a request for clarification or information if it notices any conflict between or among Contract Documents. In resolving conflicts, the order of precedence is as follows:

2.2.2 Most recent executed Change Order and Amendment.

2.2.3 Agreement.

2.2.4 Supplemental Conditions.

2.2.5 Specifications from the Construction Documents.

2.2.6 Drawings from the Construction Documents.



- 2.2.7 Written numbers over figures, unless obviously incorrect.
- 2.2.8 Figured dimensions over scaled dimensions.
- 2.2.9 Specific details over standard or typical details.
- 2.2.10 Large-scale drawings over small-scale drawings.
- 2.2.11 Other Exhibits.

2.3 Acknowledgement. Contractor acknowledges it has carefully examined and understands this Agreement and the other Contract Documents; has investigated the nature, locality, and site of the Project and the conditions and difficulties under which the Work is to be performed, and enters into this Agreement on the basis of its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the District, the AOR, or any of their respective officers, agents, servants, or employees. If Contractor performs any Work without having adequately reviewed the Contract Documents, knowing the Contract Documents to be contrary to Applicable Law, or knowing the Contract Documents to be internally inconsistent, and without providing written notice to the AOR and District, it will assume full responsibility and bear all costs attributable to the violation.

3. DISTRICT'S RESPONSIBILITIES

3.1 District Representative's Authority. The District Chief Executive Officer Louis Ward is authorized to approve changes in the Work that impact the Contract Price and/or affect the Contract Time established in the Schedule up to an amount of \$100,000. Any request exceeding that amount will require board of directors approval and must be timely submitted to the District by the Contractor in order to allow proper consideration during the board's regularly scheduled meetings.

3.2 Permits and Fees. The District will pay the fees for the OSHPD permit(s), Shasta County general building permit, required governmental approvals, easements, assessments and fees required for the development, construction, use or occupancy of the Project.

3.3 Third Party Testing and Inspections. The District is responsible for hiring and paying for all third party testing and inspections. However, the Contractor will timely request inspections and make arrangements for third party testing and inspections per Section 4.14.

3.4 Legal, Accounting, and Insurance Services. The District will furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the District may require to verify the Contractor's applications for payment, or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.

3.5 Stop Payment Notice. The District will provide the necessary information for recording a stop payment notice for non-payment in accordance with California law governing public work projects.



3.6 Separate Consultants and Separate Contractors. The District reserves the right to perform work or services related to the Project with the District's own forces, and to award separate contracts in connection with the Project that are not part of the Work. The Contractor will notify the District if any such independent action will interfere with the Contractor's ability to perform the Work under this Agreement. The District's Separate Consultants and Separate Contractors are set forth in Exhibit 7A. Any cost and/or time impacts allegedly caused by Separate Consultants or Separate Contractors will be addressed through the Change Order process set forth in Article 8.

3.7 Furniture, Fixtures, and Equipment. The District will timely procure all furniture, fixtures, and equipment in a manner consistent with the deadlines and requirements approved by the District and set forth in the Schedule. Contractor is responsible for coordinating with the District and its Separate Consultants regarding procurement and installation of all FF&E and will install all required backing and rough-in required for FF&E.

4. CONTRACTOR'S RESPONSIBILITIES

4.1 Work. Contractor will provide all services, labor, materials (except for materials furnished by the District as expressly stated in the Contract Documents), equipment, tools, and appurtenances necessary to diligently and timely prosecute the Work in strict accordance with the Contract Documents. Contractor will be solely responsible for all fabrication, shipment, delivery, and coordination of the Work.

4.1.1 Licensing. Contractor warrants that it is authorized to do business in the State of California and is a California state contractor properly licensed by all necessary Governmental Authorities for performance of the Work.

4.1.2 Standard of Care. Contractor will perform the Work using its best skill and attention and in a timely, workman-like manner, consistent with the degree of care and skill customarily exercised by prudent licensed contractors performing OSHPD 3 work of similar size, scope, quality, and complexity within the State of California.

4.1.3 Means and Methods. Contractor is solely responsible for all construction means, methods, techniques, sequences, and procedures and for safety precautions and programs in connection with the Work. Contractor is entirely responsible for the acts and omissions of its agents or employees, Subcontractors, suppliers, any of their agents or employees, or any other persons performing any portion of the Work on behalf of Contractor.

4.2 Taxes and Fees. Contractor will pay all federal, state, and local sales, consumer, use, gross receipts, and other similar taxes legally enacted at the time of commencement of the Work and all employee benefits, insurance, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Contractor's employees. The foregoing taxes, fees, benefits, and insurance are included in the Contract Price.

4.3 Key Personnel. Contractor's Representative and superintendent identified in the Key Business Terms Sheet are key personnel. Unless otherwise requested by the District, key personnel may not be removed from or added to the Project without prior written consent of the District Representative except in the instance of death, disability, or departure of person



from the Contractor's employment. The District reserves the right to request that any Contractor or any Subcontractor personnel be removed from the Project if that person is considered disruptive or if removal of that person is considered to be in the best interest of the Project. If a replacement is necessary, Contractor or its Subcontractor will provide a proposed replacement within 10 Business Days and that personnel will have substantially equivalent or better qualifications than the former personnel, and all candidates are subject to final approval by the District.

4.4 Legal Compliance. Contractor represents that it is aware of and will comply with all Applicable Law related to its operations and the performance of the Work. Contractor will give all notices required by all Applicable Law. Violation of Applicable Law will be at Contractor's sole expense.

4.4.1 Hospital Safety Act of 1983. This Project is subject to the Hospital Safety Act of 1983. Contractor acknowledges that it is familiar with all provisions and the applicable duties of a contractor under the Hospital Safety Act of 1983 and has assigned a project manager and superintendent who are familiar with, and have experience with, an OSHPD 3 project.

4.4.2 Patient Privacy. Any and all patient information is subject to protection under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be amended. Contractor and its Subcontractors and suppliers (of any tier) coming into contact with patient health information are strictly prohibited from disclosure in violation of the HIPAA privacy rule. Contractor will place similar confidentiality restrictions and HIPAA compliance requirements in all agreements with consultants, subcontractors or suppliers of any tier.

4.5 Permits, Fees, and Approvals. Specialty permits, licenses and inspections not paid by the District pursuant to Section 3.2 will be procured and paid for by the Contractor and are included in the Contract Price.

4.6 Field Supervision. Contractor will provide a qualified superintendent at the site to receive orders and make day to day decisions regarding the Work and to properly manage, direct, and supervise all employees, Subcontractors and their agents and employees, and other persons performing Work under the Agreement to ensure that the Work is carried out in accordance with the Contract Documents and within the Contract Time.

4.7 Discipline. Contractor will enforce strict discipline and order at all times among the Contractor's employees and Subcontractors and will not employ or contract with any unfit or unskilled person(s) or entities on this Project.

4.8 Construction Coordination. All Work will be coordinated and performed in accordance with the Contract Documents. The Supplemental Conditions (**Exhibit 2**) include additional information and requirements for field operations. Before starting each portion of the Work, Contractor will: (i) review and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the District, AOR, and Subcontractors that may affect proper installation of the Work; (ii) field measure existing conditions related to that portion of the Work; and (iii) observe any conditions at the site directly affecting that portion of the Work. Contractor will promptly report discovered errors, inconsistencies, or omissions in the Construction Documents to the District and the AOR as a Request for Information ("RFI").



4.9 Field Measurements. Contractor will take field measurements to ensure proper matching and fitting of new construction with existing conditions at the Project site.

4.10 Site Logistics. Contractor will develop and follow a Site Logistics Plan identifying areas of the Project site that will be used for trailers, deliveries, staging, ingress, egress, etc. The original Site Logistics Plan and any revisions to it are subject to the District's approval.

4.11 Layout and Protection. Contractor is responsible for all layouts and will preserve and protect all line and grade benchmarks. Any additional surveying or layout caused as a result of Contractor's or any of its Subcontractors' failure to take the necessary precautions to protect the data will be performed at Contractor's own cost and expense.

4.12 Materials and Equipment. Storage of equipment and materials will be in accordance with the most current, approved Site Logistics Plan. Contractor will maintain, or cause its Subcontractors to maintain, all storage areas and will keep storage areas clean, safe, and secure.

4.12.1 Shipment and Deliveries. Before shipment, delivery, and installation of materials and equipment the Contractor will verify the stage of completion of the Work and will coordinate availability of facilities for access, delivery, transportation, and storage. All shipments and deliveries will be scheduled and coordinated in accordance with the most current, approved Site Logistics Plan and Schedule.

4.12.2 Risk of Loss. All Work stored at the Project site, or work related to the preparation or delivery of materials or equipment to the Project site, is performed exclusively at the risk of the Contractor and will remain at the risk of the Contractor until Final Completion. Materials and equipment stored offsite must be stored in a bonded or insured warehouse, and must be segregated and labeled "Property of Mayers Memorial Hospital District" and include the Project name and number.

4.12.3 Maintenance. Contractor will provide all maintenance and repairs for systems and equipment at its own costs and expense until Substantial Completion.

4.13 Cutting and Patching. Contractor and its Subcontractors will be responsible for all cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. Contractor and its Subcontractors will not damage or endanger any portion of the Work, or fully or partially completed Work, by cutting, patching, or otherwise altering the construction. Contractor and its Subcontractors will not cut or otherwise alter the construction by Separate Contractors except with the prior written consent of the District.

4.14 Testing and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Project will be coordinated by the Contractor. When portions of the Work are ready for inspection, Contractor will notify the District and the applicable public authorities or independent testing laboratory (as applicable) by submitting an inspection or testing request.

4.14.1 Covered Work Prior to Inspection. If a portion of the Work is covered before inspection by necessary Governmental Authorities or contrary to District's prior request, it



will be uncovered for inspection and examination by the District, AOR, or other proper authorities and be replaced at the Contractor's expense without change in the Contract Time.

4.15 Non-Conforming Work and Correction. Within 24 hours of receiving notice, Contractor will commence correction of the Work that is rejected by the District, Governmental Authorities, independent testing agency, or AOR for failing to conform to the requirements of the Contract Documents, including Work destroyed or damaged construction (whether completed or partially completed) caused by the Contractor's correction or removal of the non-conforming Work, whether discovered before or after Substantial Completion of the Project and whether or not fabricated, installed or completed. Contractor will bear all costs associated with correction of non-conforming Work.

4.16 Commissioning. Contractor will schedule and oversee the final testing and start-up of utilities, operational systems, and equipment, and assist the District with building commissioning in conjunction with the AOR, District facility and maintenance personnel, and required Subcontractors. All inspections and testing will be conducted by the District's inspectors, special inspectors, or by other Governmental Authorities (as applicable). During commissioning and before Substantial Completion of the Work, Contractor will oversee Subcontractor operation, adjustment, and balancing of all equipment, and training of District's employees in the correct operation and maintenance of equipment.

4.17 Substantial Completion Punch List. When Contractor believes that the Project has achieved Substantial Completion, Contractor will notify the AOR who will review the Work performed with the Contractor, District Representative, and appropriate Governmental Authorities. If the applicable Governmental Authorities approve occupancy of the Project, the AOR will issue a certificate of Substantial Completion documenting the date of Substantial Completion. If the Project has not achieved Substantial Completion, Contractor in collaboration with the AOR and the District will prepare a list of items that must be completed, repaired, or replaced before Substantial Completion and determine projected time for when each item on the list will be completed. Failure to include an item on the punch list will not relieve Contractor or its Subcontractors from properly completing all Work in accordance with the Contract Documents. Contractor will coordinate all punch list work among its Subcontractors. After the responsible Subcontractor has completed its respective punch list items, the Subcontractor will notify the Contractor. Once all punch list items have been completed, Contractor will notify the AOR and the District that the Project is ready for re-inspection. The certificate will be submitted to the District and Contractor for their written acceptance of responsibilities assigned to them in the certificate. Unless otherwise agreed, the certificate of Substantial Completion establishes the date when responsibility for security, maintenance, heat, utilities, damage to the Work, and when insurance transfers back to the District. Warranty commences upon Substantial Completion per Article 13 of the Agreement unless specifically noted otherwise in the certificate of Substantial Completion.

4.18 Final Inspection and Acceptance. When Contractor believes the Work has achieved Final Completion, Contractor will notify the AOR, and the AOR, District Representative, and applicable Governmental Authorities will review the entire Project and prepare a list of any items that require completion, repair, or replacement final punch list. Any final punch list items for previously completed and occupied phases will be corrected under the warranty provisions in Article 13 of the Agreement. Correction of all final punch list items to the District's, AOR's, and Governmental Authorities' satisfaction is a condition precedent to completion of Work and final payment.



4.19 Close-Out. Before Final Completion and final payment, Contractor will transmit to the District an electronic copy and 1 hard copy of required as-built drawings and specifications, all operation and maintenance manuals, final inspection records, maintenance instructions, references, warranties, service and maintenance contracts (if any), tools, keys, testing equipment, attic stock etc., as required by the Contract Documents.

4.20 Maintenance of Records. Contractor will maintain at the Project site for the District one record copy of the Construction Documents, all permits, all addenda, approved Submittals, Change Orders and other modifications, and RFIs in good order and marked correctly to record changes and selections made to the drawings and specifications that impact the Work. All records will be available in the Contractor's jobsite office and will be delivered to the District at Final Completion along with any other required close-out documentation required by the Contract Documents.

5. SUBCONTRACTS AND PURCHASE ORDERS

5.1 Written Contracts. Those portions of the Work that the Contractor does not customarily perform with its own personnel will be performed by a Subcontractor under a written subcontract. All Subcontracts must include the Contract Documents and bind the Subcontractor to the Contractor to the same extent as the Contractor is bound to the District under the Contract Documents. Each subcontract will preserve and protect the rights of the District and the Contractor under the Contract Documents with respect to the portion of the Work performed by the Subcontractor so that subcontracting portions of the Work does not prejudice the District's rights. Purchase orders must also be in writing. At a minimum, each subcontract must pass through provisions set forth in subsections 5.1.1 through 5.1.11 below.

5.1.1 License. Each subcontract will require Subcontractors to be properly licensed in the State of California for their respective trade.

5.1.2 Standard of Care. Each subcontract will require Subcontractors to timely perform their respective portion of the Work using its best skill and attention in a workman-like manner consistent with the degree of care customarily exercised by prudent licensed specialty contractors performing similar trade work on OSHPD 3 projects of similar size, scope, and complexity within the State of California.

5.1.3 Liability and Indemnity. Each subcontract must include indemnification and liability clauses identical to those set forth in Sections 11.1 and 11.2 so that each Subcontractor has the same defense and indemnification obligations to the Contractor and the District as the Contractor has to the District for liability, defense, and indemnification arising or resulting from Subcontractor's portion of the Work.

5.1.4 Labor Compliance. At the time of contract award, Subcontractors must be registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and must not be ineligible pursuant to Public Contract Code sections 1771.1 and 1777.7, and each subcontract will require Subcontractors to comply with other Labor Code requirements in Article 5 through 9 of the Supplemental Conditions set forth in **Exhibit 2**.

5.1.5 Insurance. Each subcontract will require Subcontractors to carry insurance with the same types of coverage as the Contractor is required to carry in this Agreement, pursuant to the provisions set forth in Exhibit 6A, at appropriate limits. Should any



Subcontractor not be able to procure the required coverages or limits, Contractor must notify the District and obtain written permission to hire the Subcontractor with different coverages or limits.

5.1.6 Claims and Disputes. Each subcontract must require the Subcontractors to engage in the dispute resolution procedures set forth in Article 15.

5.1.7 Assignment. Each subcontract must include an assignment provision. The assignment provision will allow for assignment of the subcontract to the District if the Contractor is terminated and provided that the District accepts assignment by written notification to the Subcontractor and the Contractor.

5.1.8 Document Retention and Audit. Each subcontract must require Subcontractors to comply with Article 14.

5.1.9 Miscellaneous Provisions. Each subcontract must include the miscellaneous provisions set forth in Article 17.

5.1.10 Conflicting Terms. Each subcontract will require that all conflicts arising out of the subcontract will be resolved in accordance with the order of precedence set forth in Section 2.2, and this Agreement will take precedence over any conflicting terms and provisions in the subcontract other than terms and conditions regarding scope and compensation.

5.1.11 Exhibits. The following Exhibits must be included in the subcontract: **Exhibit 2, Exhibit 3, and Exhibit 5.**

5.2 Oversight and Responsibility. Contractor is responsible for the acts and omissions of its Subcontractors and of persons or entities either directly or indirectly employed by its Subcontractors. Nothing contained in this Agreement creates a contractual relationship between the District and Subcontractor. Contractor is responsible for overseeing its Subcontractors on the Project and ensuring that they complete their portion of the Work consistent with the applicable standard of care and in conformance with the Contract Documents and Contract Time.

5.3 Subletting and Subcontracting Fair Practices Act. Contractor must comply with all requirements of the Subletting and Subcontracting Fair Practices Act set forth in Public Contract Code section 4100, *et seq.* Violation of the Subletting and Subcontracting Fair Practices Act is grounds for cancellation of this Agreement or penalty under Public Contract Code section 4110 and disciplinary actions under Section 4111. If the Contractor failed to specify a Subcontractor for any portion of the Work as required under Section 4100, *et seq.*, by submitting its bid and executing this Agreement, Contractor agrees and attests that it is fully qualified and capable of performing that portion of the Work itself and it will perform that portion of the Work itself on this Project. Contractor may not substitute a Subcontractor in place of a Subcontractor listed in its bid unless it can demonstrate one of the conditions or situations set forth in Public Contract Code section 4107 exists.

6. COMPENSATION

6.1 Lump Sum Price. The District will pay Contractor the Contract Price set forth in the Key Business Terms Sheet for performance of all Work in strict accordance with the



Contract Documents. The Contract Price is only subject to adjustment through approved Change Orders per Article 8.

7. CONTRACT TIME AND SCHEDULING

7.1 Contract Time. The Contract Time is the time identified in the Key Business Terms Sheet and in the Schedule (**Exhibit 5**), as amended, for the Contractor to achieve Substantial Completion of the Work. Time is of the essence.

7.2 Project Scheduling. Contractor will prepare and submit a proposed Schedule demonstrating Substantial Completion within the Contract Time to the District for approval within 10 calendar days after notice of recommendation for contract award. Upon approval by the District, and before execution of this Agreement, the Schedule will be incorporated into the Agreement as **Exhibit 5**. The Schedule must be a critical path method ("CPM") Schedule in precedence diagramming method (PDM) format. The Schedule must be broken down by phase, activity, and duration and will be used to identify the sequence of activities in order to plan, organize, execute, and monitor the Work. At a minimum, the Schedule must include major components of the Work broken down by trade, a Submittal schedule, and long lead item schedules, as well as milestones for commencement of construction, Substantial Completion, and Final Completion. The Schedule will be the Contractor's master schedule and will be used to record and report actual performance and progress, and to outline how the Contractor plans to achieve accurate and timely completion of the Work. The Schedule must include sufficient time for review and approval of Submittals as required under Article 3 of the Supplemental Conditions (**Exhibit 2**), and should include the number of Adverse Weather days set forth in the Key Business Terms Sheet. The Project will own all Float and unused Adverse Weather days in the Schedule. The Contractor will not utilize Float suppression techniques or artificial restraints, constraints, lags or durations to lessen or control the amount of total or free Float contained in the network. The Schedule must clearly indicate when the District needs to perform necessary District activities.

7.2.1 2-Week Look Aheads. Contractor in collaboration with its Subcontractors will establish 2-week look aheads that include upcoming construction performance requirements. The Work will be performed in accordance with the 2-week look ahead schedules with should be consistent with the overall Schedule.

7.2.2 Monthly Updates. Contractor will prepare Schedule updates monthly per Article 1 of the Supplemental Conditions.

7.3 Prosecution of the Work. Contractor will commence Work on the Commencement Date set forth in the Key Business Terms Sheet and will diligently prosecute and complete the Work pursuant to the Schedule and within the Contract Time. Contractor will coordinate its Work with that of its Subcontractors and Separate Consultants and Separate Contractors in a manner that avoids delays, obstructions, hindrances, or any interference with the commencement, progress, or completion of the whole or any part of the Work or the Project, and in accordance with the Contract Time.

7.3.1 Schedule Slippage. Contractor will notify the District in writing within 5 Business Days of any delay in the Schedule that may affect achieving Substantial Completion, and must submit a detailed recovery plan to the District for evaluation and approval. The detailed recovery plan must be submitted within 5 Business Days of the notice (within 10



Business Days from the commencement of the delay). All costs associated with the recovery will be the responsibility of the Contractor unless the Contractor is entitled to an extension of time under Section 7.4.

7.3.2 Acceleration. The District may direct the Contractor and its Subcontractors to work overtime. If the Contractor and its Subcontractors did not cause a delay and are not in default under any of the terms or provisions of this Agreement, their respective subcontracts and/or agreements, or any of the other Contract Documents, the District will pay the Contractor and its Subcontractors for actual additional wages and/or billable rates resulting from the acceleration, if any. All additional wages and billable rates are subject to audit.

7.4 Delays. If the Contractor is delayed in the commencement, prosecution, or Substantial Completion of the Work by: (i) negligent acts or omissions of the District, the AOR, Separate Consultants, or Separate Contractors; or (ii) conditions for changes in the Work per Section 8.2 and provided that the delay lengthens the critical path of the Schedule extending the Contract Time, then the Contractor may be entitled to a Schedule extension based on the period of time that Contractor was delayed provided that the delay, obstruction, interference or hindrance was not caused, in whole or in part by any fault, neglect, act or omission of the Contractor, its employees, Subcontractors or suppliers ("concurrent delays"). Notwithstanding the above, Contractor will not be entitled to any such extension of time unless the Contractor (1) notifies the District in writing of the cause or causes of the delay, obstruction, hindrance or interference within 5 Business Days of the commencement of the delay and (2) demonstrates that it could not have anticipated or avoided the delay, obstruction, hindrance or interference and has used all available means to minimize the consequences of the delay. Prior to any adjustments to the Contract Time or Contract Price, Contractor must demonstrate: (i) the duration of the delay through fragnet analysis after taking into account any concurrent delays, (ii) that the delay could not have been anticipated or avoided, and (iii) that commercially available means were taken to mitigate or minimize the consequences of the delay. Delays will be measured from the approved Schedule in place at the time of delay. Delays of non-critical path Work will not be a basis for an extension of time. If the Contract Time is extended, the Contract Price and time will be equitably adjusted per Article 8.

7.5 Liquidated Damages. The District and Contractor acknowledge and agree that if Contractor fails to achieve Substantial Completion within the date set forth in the Key Business Terms Sheet, the District will suffer damages that are both extremely difficult and impracticable to ascertain. Therefore, the District and Contractor agree that, the Contractor will pay to the District as liquidated damages, and not as a penalty, the applicable amount set forth in the Key Business Terms Sheet until such time that Substantial Completion is achieved. Payment of Liquidated Damages represents a reasonable estimate of fair compensation for the losses that reasonably may be anticipated. The District and Contractor acknowledge and agree that this liquidated damages provision will be the District's only remedy for delay damages caused by the Contractor's failure to achieve Substantial Completion within the Contract Time. Nothing contained in this Section will preclude the District from recovery for actual damages caused by other reasons, including, but not limited to, claims for actual losses incurred due to breach of contract, negligence, defective Work, injury to persons or property, or third party claims. Contractor acknowledges and agrees that the Liquidated Damages amount is a reasonable amount for the District's consequential damages due to delay under the circumstances and existing at the time of the Effective Date of this Agreement.



8. CHANGES IN THE WORK

8.1 Change Orders. A Change Order is a mutually agreed written order adjusting the Contract Price, Contract Time, or both that is signed by the Parties. Changes in the Work will only be authorized by a Field Work Order issued per Section 8.4, or executed Change Order, and must be performed under the applicable conditions of the Contract Documents. An executed Change Order fully and completely resolves any Claim by Contractor, its Subcontractors, suppliers, and vendors for additional compensation or time arising from or related to the subject of the Change Order. Timely submission of a Change Order Request ("COR") per this Article 8 is a condition precedent to Contractor's and any of its Subcontractors', suppliers', and vendors' ability to recover for a changed condition.

8.2 Conditions for Changes. Change Orders are limited to the following circumstances:

- 8.2.1 District Elected Changes (defined in **Exhibit 1**).
- 8.2.2 Errors or omissions in the Construction Documents.
- 8.2.3 Post Permit OSHPD Changes;
- 8.2.4 Adverse Weather (defined in **Exhibit 1**).
- 8.2.5 Force Majeure (defined in **Exhibit 1**).
- 8.2.6 Unforeseen and Differing Site Conditions (defined in **Exhibit 1**).
- 8.2.7 Suspension of the Work by the District under Section 16.1.
- 8.2.8 Field Work Order per Section 8.4.

8.3 Change Order Procedures.

8.3.1 District Initiated Changes. When the District requests a change or issues a Field Work Order, Contractor must submit a rough order of magnitude of the change to the District within 5 Business Days of receipt of the request for change. A complete Change Order Request ("COR") with necessary back up must be submitted to the District within 10 Business Days' receipt of a District request for change or a Field Work Order. The COR must be in a format acceptable to the District and include a detailed cost breakdown based on one of the pricing methods set forth in Section 8.6 for adjustments in Contract Price, and a fragnet analysis per Section 7.4 for adjustments in the Contract Time.

8.3.2 Contractor Initiated Changes. The Contractor must give the District written notice of a proposed change within 5 Business Days of discovery of the facts or circumstances giving rise to the change, or if the Contractor believes that a minor change in the work or Field Work Order impacts cost or time. Contractor's notice of a change must include a rough order of magnitude of the value of the potential change and any expected delays to the Contract Time. Within 10 Business Days of discovery, Contractor will provide a COR, including a detailed cost breakdown based on one of the pricing methods set forth in Section 8.6 for



adjustments in Contract Price and a fragnet analysis per Section 7.4 for adjustments in the Contract Time.

8.3.3 Submission. All CORs must be presented to the District, and either a Change Order or a Field Work Order must be executed before the Contractor incurs any expense related to the change. The District will review all CORs within 10 Business Days of receipt and may request additional information and back up from the Contractor. If the District denies the COR, it must provide the Contractor with a written explanation. If the District neither accepts nor denies the COR within the 10 Business Day period, it will be deemed denied by the District unless the District provides written notice to the Contractor that the time for review is being extended. If written notice is provided, the notice will expressly state the date by which the review will be completed. All decisions rendered by the District will be final and binding unless a formal Claim is timely noticed per the dispute resolution procedures in Article 15.

8.4 Field Work Orders. A Field Work Order may or may not constitute a changed condition, and may be issued by the District when Work must proceed before a COR can be either submitted or approved. A Field Work Order should indicate whether the District believes the condition constitutes a change. If the District believes that the Field Work Order constitutes a changed condition per Section 8.2, it will notify the Contractor, who within 5 Business Days, will provide the District with an estimated lump sum amount for the change or an estimate for the costs of the Work associated with changed condition with a not-to-exceed amount, and an estimate for the number days of adjustment to the Contract Time subject to the conditions set forth in Section 7.4. Field Work Orders must be signed by the District and Contractor to be valid. Contractor cannot exceed the lump sum amount or not-to-exceed estimated adjustment for cost or the estimated number of days' time without providing written notice to and obtaining further approval from the District, or without submitting a COR per Section 8.3. If a Field Work Order states that it does not constitute a changed condition and the Contractor disagrees, the Contractor must notify the District and submit a COR per Section 8.3.2. Regardless of whether a Field Work Order is issued, failure to provide a COR as required by Sections 8.3.1 or 8.3.2 constitutes a waiver of Claim.

8.5 Minor Changes in the Work. The AOR or District may order minor changes in the Work provided such changes do not impact the Contract Price or Contract Time and are consistent with the Construction Documents. Minor changes will be implemented through a Field Work Order per Section 8.4.

8.6 Pricing Methods. Methods used for determining adjustments to the Contract Price include: (i) mutual acceptance of a lump sum amount properly itemized for labor, services, materials, equipment or (ii) Work performed on a time and material basis. All additional Work will be priced based on the reimbursable expense guidelines set forth in Article 9 plus Change Order mark-up for insurance, bond, overhead and profit pursuant to the Key Business Terms Sheet. If the Work is performed on a time and material basis, Contractor will keep and present an itemized accounting for the cost of the additional Work performed based on daily time tickets, material and equipment invoices, and other supporting data substantiating the amount of the Change Order. Contractor will not be compensated for Work performed on a time and material basis unless daily time tickets are included. All time and material costs will be broken down by labor, materials, and equipment. If there is an extension of time per Section 7.4, the Average Daily Rate set forth in the Key Business Terms Sheet will be used to compensate Contractor for its general conditions and general requirements costs as defined in Section 9.5. Regardless of the pricing method used, Contractor must use the labor rates,



equipment rates, and unit prices established in Exhibit 4A through Exhibit 4C to the extent applicable.

8.7 Time Impacts and Extended Costs. An extension of the Contract Time for delays will be determined pursuant to Section 7.4. The Average Daily Rate set forth in the Key Business Terms Sheet will be used to compensate Contractor for extended general conditions and general requirements as defined in Sections 9.5.1 and 9.5.2. Contractor may not reserve a right to assert any delays in the Contract Time, cumulative impact costs, extended job site costs, extended overhead, constructive acceleration, and/or actual acceleration beyond what is allowable under Sections 7.4 or 7.3.2 and timely claimed in a COR.

8.8 Deductive Change Orders. The amount of credit for deductive Change Orders resulting in a net decrease to the Contract Price will be the actual net decrease based on the decrease calculated pursuant to one of the pricing methods set forth in 8.6 plus a decrease in insurance and bond per the percentages set forth in the Key Business Terms Sheet. When both additions and credits covering related Work are involved in a proposed change, the Change Order will be determined based on the net increase or decrease.

8.9 Continued Performance. No Work will be allowed to lag pending the adjustment through Change Order, but will be promptly executed as directed, even if a dispute arises. Disputes regarding Change Orders will be resolved in accordance with Article 15. Failure to promptly execute Work as directed by the District will constitute a material breach of contract.

8.10 Omitted Work. If Contractor omits Work that is included in the Contract Documents, the District will have the right to withhold payment in an amount which, in the District's opinion, is equal to the value of Work that was omitted until the Work is performed.

8.11 Surety. All changes, additions, or omissions in the Work ordered through a Field Work Order or Change Order are part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of the executed document and other Contract Documents. Contractor will keep its surety informed of all modifications to this Agreement. The obligations of the Contractor's surety are not to be reduced, waived, or adversely affected by the issuance of Change Orders even if the Contractor fails to inform the surety of the Change Order(s), and the District will not be required to obtain consent of the surety to the Contractor or any of its Subcontractors.

9. REIMBURSABLE EXPENSES FOR CHANGE ORDER WORK

9.1 General. The cost of Change Order Work includes only those reimbursable items set forth in Sections 9.2 through 9.6, and only includes the price incurred by the Contractor without any duplicative charge for items that fit into more than one category. The cost of the Change Order Work will be at rates not higher than the standard paid at the place of the Work except with prior consent of the District. Subcontractors are bound to these same reimbursable and non-reimbursable provisions for Change Order Work.

9.2 Field Labor Costs.

9.2.1 Wages of construction workers directly employed by the Contractor to perform the Work at the site or at off-site workshops. Labor cost reimbursement for Work being



performed is limited to payroll calculated at the governing local prevailing wage rate, or any wage rate established in the Contractor's collective bargaining agreements in effect for Work performed in Shasta County, inclusive of basic hourly wages and employer benefit payments for health and welfare, pensions, vacations/holidays, supplemental dues, and training, plus any other benefits or payments required by law or Contractor's collective bargaining agreements. Labor costs are limited to either estimated (lump sum) or actual hours (time and material) of labor performed by workers directly employed by the Contractor to perform the Work multiplied by the rates established in Exhibit 4B. This includes the labor costs associated with foremen and lead-men but does not include the Contractor's managerial or support personnel or those categories of related expenses set forth in Section 9.5.1.

9.2.2 Costs paid by the Contractor for social security (FICA), Medicare (FMI), and unemployment insurance (FUI & SUI) applicable to Shasta County certified prevailing wage or wage rates established in the Contractor's collective bargaining agreements in effect for Work being performed in Shasta County, provided such costs are based on taxable wages, salaries, and benefits included in the reimbursable items under Section 9.2.1.

9.3 Subcontractor Costs. Subcontractor costs include payments made to Subcontractors per their written subcontracts, provided the written subcontract conforms to the requirements of this Agreement. Subcontracts must include hourly field labor rates per 9.2.1 above for standard time, double time, and over time work. All Subcontractor costs (inclusive of tiers) will be broken down in enough detail, as determined by the District, to allow for appropriate review of the scope included in the Change Order.

9.4 Cost of Additional Materials and Equipment Required by the Change Order.

9.4.1 Additional costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed Work plus excess materials for reasonable waste and spoilage.

9.4.2 Additional costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

9.4.3 Costs, including transportation and storage, installation, maintenance, dismantling and removal of additional materials, supplies, machinery, and equipment required by the Change Order that are not owned by the Contractor's or its Subcontractors' workers and that are provided by the Contractor or Subcontractor at the site and fully consumed in the performance of the Change Order Work. Equipment owned by the Contractor and required for Change Order Work will be billed at the equipment rates included in Exhibit 4C.

9.4.4 Additional rental charges for machinery and equipment not customarily owned by the Contractor or its Subcontractor or their respective workers required by the Change Order whether rented from the Contractor or Subcontractor or others, including any additional costs for transportation, installation, minor repairs and replacements, dismantling and removal thereof.

9.5 General Conditions and General Requirements (Average Daily Rate). If the Contract Time is extended per Section 8.7, the Average Daily Rate set forth in the Key Business Terms Sheet will be used in lieu of additional general conditions and general requirements. The Average Daily Rate will be multiplied by the number of days of extension of time. The Average



Daily Rate will not be used for deductive Change Orders unless there is a scope reduction that reduces the Contract Time.

9.5.1 General Conditions. General conditions include Contractor's employee costs for project management, superintending, project engineering, safety, accounting, planning and scheduling who are specifically assigned to the Project, but only for that portion of employee time required for performance of the Work. Reimbursable costs for Contractor's employees include all direct labor expenses including employer benefit payments for health and welfare (net of employee contribution withholding), pensions, vacations/holidays, supplemental dues, training and 401(k) benefits, and other benefits or payments required by Applicable Law but will not include overhead or profit.

9.5.2 General Requirements.

(a) The cost of Contractor's field labor employees who are maintaining the site (this does not include field labor for self performed trade work under Section 9.2.1).

(b) Costs for jobsite trailers and field office space.

(c) Costs for temporary facilities for construction operations such as power, water, and sanitary, and costs for security and fences.

(d) Costs associated with Contractor's safety program directly related to the Project, including temporary protection and barricades, signage, and traffic and dust control.

(e) Costs of removal and disposal of debris from the site.

(f) Costs for the personal protective equipment required at job site.

9.6 Miscellaneous Costs.

9.6.1 That portion of insurance and bond premiums that can be directly attributed to the Change Order per the percentages set forth in the Key Business Terms Sheet.

9.6.2 That portion of sales, use or similar taxes imposed by a Governmental Authority that are directly related to the Change Order.

9.6.3 Fees and assessments for permits and special licenses that are directly related to the Change Order.

9.6.4 Fees for additional testing and inspections required by the Change Order

9.6.5 Cost for reproducing or printing documents related to the Change Order.

9.6.6 Royalties and license fees paid for the use of a particular design, process or product required by the Change Order.



9.7 Overhead and Profit. The amount of overhead and profit on additive and deductive Change Orders is determined pursuant to the percentages set forth in the Key Business Terms Sheet multiplied by the subtotal of the reimbursable items in Sections 9.2 through 9.6. Subcontractor overhead and profit is limited to the total amount set forth in the Key Business Terms Sheet. Profit and overhead expenses include the following categories of items:

9.7.1 Salaries and other compensation of the Contractor's personnel, except as specifically provided in Section 9.5.1.

9.7.2 All home office overhead and general expenses including hardware, software, supplies, capital costs, rent, property taxes, utilities, etc.

9.7.3 Costs related to blueprinting, computers, software, applications, systems, data processing, and support, devices, servers, printers, copiers, plotters, cell phones, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site, digital cameras, etc., including costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.

9.7.4 Costs related to small tools, equipment, and consumables.

9.7.5 Additional drafting and detailing time unless change required re-submission of Shop Drawings.

9.7.6 All costs associated with warranties required by the Contract Documents.

9.7.7 Costs related to pricing and processing of a Change Order.

9.7.8 Labor by supervisory or administrative personnel engaged at factories, workshops, or on the road, in expediting the production or transportation of materials or equipment required for the Work, unless there was prior approval by the District.

9.7.9 Mileage, travel expenses and per diem.

9.7.10 All other costs and expenses that are not specifically defined as reimbursable items in Sections 9.2 through 9.6.

10. PAYMENT.

10.1 Progress Payments. Contractor's payment applications will be submitted on the 30th day of the month for initial review by the AOR and the District and will be evaluated per Section 10.1.1. A review meeting will be held between the AOR, District and Contractor within 5 Business Days of submission to resolve any disagreements regarding amounts. Contractor will submit its certified application for payment to the District by the 10th day of the subsequent month for review and approval by the District and the AOR. In accordance with Public Contract Code section 20104.50, the District will make monthly progress payments on all undisputed Work within 30 calendar day's receipt of a certified application for payment that was properly submitted pursuant to the procedures set forth in this Section and after approval by the District and the AOR. Applications for payment will be submitted on an AIA G702 form unless otherwise approved by the AOR and the District.



10.1.1 Schedule of Values. The schedule of values will allocate the entire Contract Price among the various portions of the Work per the Lump Sum Breakdown set forth in Exhibit 4A. A draft schedule of values must be submitted to the District on an AIA G703 Form for initial review.

10.1.2 Evaluation. Before submitting the certified application for payment to the District, the AOR will review and make recommendations for payment based on the approved Schedule of Values, the Schedule, the AOR's observations and evaluation of the Work. Based on that review, the AOR will forward the certified application for payment to the District for approval. An approval of an application for payment is subject to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents before Final Completion and to specific qualifications expressed by the AOR, or the District. The invoice must be signed by Contractor attesting to its accuracy and the District and AOR are entitled to rely on the accuracy and completeness of the information furnished by the Contractor and approval will not be deemed to represent that a detailed examination, audit, or arithmetic verification of the documentation submitted with the Contractor's application for payment has been made or that exhaustive or continuous on-site inspections have been made to verify that the Work is in accordance with the Contract Documents. Payment by the District does not represent that the District or the AOR has ascertained how or for what purpose the Contractor has used money previously paid.

10.1.3 Retention. The District will withhold 5% retention on the entire amount of the monthly application for payment under Public Contract Code sections 7107 and 9203. Retention will be withheld until the Project achieves Final Completion.

10.1.4 Change Orders. Applications for payment may include requests for payment on account of executed Change Orders. The schedule of values submitted with applications for payment must include each approved Change Order as a specific line item.

10.1.5 Stored Materials and Equipment. Stored materials may be included in the application for payment provided the materials are properly stored in accordance with Section 4.12 and a complete invoice accompanies the application for payment. However, payment for materials and equipment stored off- site will only be made if first approved by the District beforehand, and provided that a UCC-1 Statement is executed, and proof of insurance and the UCC-1 Statement is provided as part of the back-up in the application for payment.

10.1.6 Supporting Documents. Each payment application will be accompanied by (i) completed AIA G702 and G703 (ii) executed conditional waiver and release forms per Section 10.1.7; and (iii) certification and unconditional waivers and releases evidencing that the Contractor has paid all Subcontractors, suppliers, and equipment vendors prior amounts due and owing from amounts previously received from the District and has no knowledge of any recorded stop payment notices with respect to the Work performed, and that all Subcontractors, suppliers, and equipment vendors will be paid with the proceeds for Work covered under the certified payment application; (iv) monthly Schedule update; (v) representative photographs supporting the percentage of completion of Work; and (vi) documentation required by Section 8.6 supporting any Change Order Work performed on a time and material basis included in the application for payment, and other documentation reasonably required by the AOR or the District.



10.1.7 Warranty of Title. Upon submission of an application for payment, Contractor warrants that all Work included in the application for payment has been performed in accordance with the Contract Documents and that title to all Work covered by an application for payment will pass to the District no later than the time of payment and to the best of the Contractor's knowledge, information and belief, will pass to the District free and clear of all stop payment notices, claims, security interests or encumbrances. Contractor will provide executed conditional waivers and release of claims from Contractor and its Subcontractors, suppliers, and equipment vendors for all amounts included in the application for payment. Waivers must comply with the requirements of California Civil Code section 8132, 8134, 8136, and/or 8138.

10.1.8 No Waiver. Payment by the District will not constitute approval or acceptance of any reimbursable expense included in the payment application or final acceptance or approval of that portion of the Work.

10.2 Right to Withhold Payment. The District or AOR may refuse to approve a payment application or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or any part of a prior payment application to the extent the District or AOR determines is necessary to protect the District from loss due to one or more of the conditions listed in Sections 10.2.1 through 10.2.11. When and to the extent the reason for withholding payment no longer applies, the withheld amount will be paid without interest.

10.2.1 Stop payment notice claims.

10.2.2 Nonconforming Work not remedied.

10.2.3 Third-party Claims filed against the District, Contractor (if arising from the Work), or the Project or reasonable evidence indicating probable filing of Claims, unless security acceptable to the District is provided.

10.2.4 Failure of the Contractor to provide supporting documentation as required under Section 10.1.6, or to make timely payments to Subcontractors, suppliers, and equipment vendors for labor, materials, or equipment.

10.2.5 Damage to the District or its Separate Consultants or Separate Contractors if the Contractor, or any of its Subcontractors, suppliers, or equipment vendors are potentially liable.

10.2.6 Failure of the Work to progress in accordance with the Schedule, and reasonable doubt (in the District's sole discretion) that Work can be completed within the Contract Time and/or for the remaining balance of the Contract Price (taking into account any Liquidated Damages under Section 7.5 that would be due and owing from Contractor as a result of unexcused delay).

10.2.7 Failure to comply with scheduling requirements set forth in Article 7, including failing to provide timely updates per Section 1.7 of **Exhibit 2**.

10.2.8 Failure of the Contractor to update as-built documentation.



10.2.9 Disputed amounts included in the application for payment or insufficient documentation, erroneous estimates for value of the Work performed, or other incorrect statements in a payment application.

10.2.10 Failure to keep the site premises clean and safe to the satisfaction of the District Representative.

10.2.11 Failure to carry out the Work in accordance with any term or condition in the Contract Documents.

10.3 Final Payment. Upon Final Completion, Contractor will submit a final payment application. All prior progress estimates will be subject to correction in the final application for payment. If items remain to be completed at that time, then Contractor in conjunction with the District, AOR, and Governmental Authority will create a punch list pursuant to Section 4.18 and will include 150% of the estimated cost to complete each punch list item. The District may withhold from the final payment due to Contractor 150% of the estimated cost to complete the Work, withheld funds per Section 10.2, plus unreleased retention until Final Completion under Section 10.1.3. The amount retained by the District for punch list items (not including retention) will be released to the Contractor as each punch list item is completed. Upon Final Completion of the Project, final payment of the retention, if unencumbered, will be paid no later than 30 calendar days after Final Completion of the entire Project, subject to Section 10.3.3, but in no event later than the time prescribed under Section 7107 of the Public Contract Code.

10.3.1 Supporting Documents. Contractor will provide the same supporting documentation required under Section 10.1.6. Within 5 calendar days after receipt of final payment Contractor will provide the District and AOR with an executed unconditional waiver and release per California state law covering all Work performed by Contractor and its Subcontractors, suppliers, and equipment vendors. Contractor will likewise procure executed unconditional waiver and releases from all Subcontractors, suppliers, and equipment vendors within 10 Business Days of making final payment.

10.3.2 Contract Price Reduction. Upon Final Completion of the Project, the District may reduce the Contract Price to reflect costs charged to the Contractor, back-charges or payments withheld pursuant to the Contract Documents.

10.3.3 Evidence. Before issuance of final payment, District may request satisfactory evidence that: (i) all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied; (ii) insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 calendar days prior written notice has been given to the District; (iii) Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (iv) surety, if any, has consented to final payment; (v) AOR has consented to final payment; (vi) building commissioning has occurred and the District has received all close-out documents required under Section 4.19 and as required by the Contract Documents; and (vii) other data establishing payment or satisfaction of obligations, such as releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement have been received. If a Subcontractor refuses to furnish a release or waiver required by the District, Contractor will furnish a bond to indemnify the District against stop payment notices under Section 11.3, provided that the Subcontractor's work is Work that the Contractor has been paid for by the District.



10.4 Payment Not Acceptance of Work. Approval of an application for payment (final or otherwise) or partial or entire use or occupancy of the Project by the District will not be used as conclusive evidence that the Work was properly performed or constitute acceptance of Work that is not in accordance with the Contract Documents.

10.5 Waiver of Claims. Acceptance of final payment by Contractor will constitute a waiver of Claims by Contractor and its Subcontractors, suppliers, and equipment vendors except for those previously made in writing in accordance with the terms of Articles 8 and 15, and identified by the Contractor as unsettled at the time of final application for payment.

10.6 No Right to Stop Work. If the Contractor disputes any determination with respect to any payment application, it will nevertheless expeditiously continue to prosecute the Work, provided that undisputed amounts are timely paid. The District will not be deemed to be in default or breach of contract for withholding of any payment under Section 10.2. Contractor may submit unresolved payment disputes as a Claim under Article 15.

11. INDEMNIFICATION AND DEFENSE

11.1 Contractor's Indemnification. To the fullest extent permitted by law, Contractor will defend (with counsel acceptable to District), indemnify, and hold the District and the Mayers Memorial Hospital Board of Directors, including their officers, agents, directors, partners, members, employees, affiliates, parents and subsidiaries, and each of them ("Indemnitees") harmless from and against any and all claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs), losses, or liabilities, in law or equity arising out of, or resulting from, actual or alleged acts or omissions in the performance of the Work by the Contractor, its employees, Subcontractors, suppliers, or anyone for whom Contractor and its Subcontractors and suppliers may be liable. Despite the above, Contractor will not be required to defend, indemnify, and hold harmless the Indemnitees for their active negligence or willful misconduct. The indemnification obligations set forth in this Section will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor under the Workers' Compensation Acts, disability benefit acts, or other employee benefit acts. Contractor's indemnification and defense obligations will survive termination of this Agreement and include, but are not limited to, the following types of claims:

11.1.1 Personal injury, including bodily injury, sickness or disease, or death to any persons, employees, or agents of Indemnitees or any third parties and/or damage to tangible property of anyone (including loss of use) caused or alleged to be caused by any actual or alleged negligent act or omission of Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them for whose acts they may be liable regardless of whether the personal injury or property damage is caused, in part, by any of the Indemnitees.

11.1.2 Breach of any material term or condition of the Contract Documents that causes damage, cost, or expense to an Indemnitee or to a third party.

11.1.3 Penalties, fees and costs imposed on account of the violation of Applicable Law caused by the act or omission of the Contractor, its Subcontractors, suppliers or anyone for whom Contractor is liable.

11.1.4 Infringement of any patent rights, which may be brought against Indemnitees as a result of the Work.



11.1.5 Project Claims, stop payment notices for labor performed or materials used or furnished to be used on the Project, including all incidental or consequential damages resulting to Indemnitees from stop payment notices, provided that the District has paid Contractor for the portion of the Work at issue.

11.1.6 Failure of Contractor or any of its Subcontractors to comply with the Insurance provisions set forth in Article 12 and **Exhibit 6**.

11.1.7 Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees including failure to train, initiate, maintain, or supervise safety precautions and programs in connection with the Work.

11.1.8 Hazardous Materials. Claims, liability, or damages arising out of, or resulting from, Contractor's or its Subcontractors', tier-subcontractors', or suppliers' acts or omissions that cause or permit any Hazardous Materials to be generated, released, disposed, discharged, exacerbated (if pre-existing condition), or brought onto, or stored at the Project site.

11.2 Contractor's Duty to Defend. Contractor will defend all claims (with counsel acceptable to District) as defined in Section 11.1 at its own cost and expense and satisfy any judgment or decree that may be rendered against any Indemnitee arising out of a claim, and reimburse Indemnitee(s) for any and all attorney's, expert witness, and consulting fees and expenses incurred in connection with the claim or in enforcing the indemnity and defense granted by Sections 11.1 and 11.2.

11.3 Stop Payment Notice Release. If any claim or stop payment notice is made or filed against the District or Project funds by any person claiming that the Contractor or any of its Subcontractors or suppliers has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there is evidence of nonpayment or of any claim or stop payment notice for which, if established, the District might become liable and that is chargeable to Contractor, the District may, in its discretion, allow Contractor to file a release bond with the District in an amount equal to 125% of the claim stated in the stop payment notice pursuant to Civil Code section 9364 and the District will release the funds to Contractor. If Contractor does not post a bond under Civil Code section 9364, the District will have the right to retain from any payment then due or thereafter to become due an amount that it deems sufficient to: (1) satisfy, discharge and/or defend against any claim or stop payment notice action that may be brought or judgment, which may be recovered; (2) make good any nonpayment, damage, failure or default; or (3) compensate the District for the claim. Contractor will indemnify and hold the District harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection with Contractor's failure to timely and properly make payments to its Subcontractors and suppliers. The District will have the right to withhold from Contractor a reasonable amount for the foregoing purposes. If the amount is insufficient to cover the amount of the claim, Contractor will be liable for the difference and will make payment to the District upon 30 calendar day's written notice.

11.4 Enforcement. Nothing contained in this Article 11 will be construed to impose any obligation in conflict with current California state law. In the event of a conflict with current



Civil Code section 2782, et seq., as may be amended, this Agreement will be modified to allow indemnification and defense by Contractor to the greatest extent permitted by law.

11.5 District's Indemnification. The District will defend, indemnify and hold Contractor, and its Subcontractors harmless from claims or liability, including future exposure claims made by third parties, arising out of, or resulting from pre-existing Hazardous Materials but only to the extent that liability did not arise from any negligent acts, errors, or omissions of Contractor, Subcontractors, suppliers, or their respective employees, or anyone directly or indirectly employed by any of them for whom they may be liable.

12. INSURANCE AND BONDING

12.1 Required Insurance. Contractor will procure separate insurance coverage in the amounts set forth in the Key Business Terms Sheet and pursuant to the Contractor's Insurance Requirements (Exhibit 6A) and will cause its Subcontractor's to carry similar types of coverage at appropriate limits for their portion of the Work.

12.2 Payment and Performance Bond. Contractor must furnish a payment and a performance bond to the District, each in the amount equal to 100% of the Contract Price, in a form acceptable to the District within 10 calendar days after Contractor's receipt of notice of award of the Agreement. The surety supplying the bonds must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as a surety in the State of California and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Failure to timely furnish the required payment and performance bonds constitutes a default under this Agreement and the District will have all of the rights and remedies provided under this Agreement and afforded by law including, but not limited to, damages for material breach of contract and the District may award this Agreement to the next lowest responsive and responsible Bidder, or may call for new bids. Full compensation for furnishing the payment and performance bonds are included in the Contractor's Contract Price. If at any time a bonding surety is declared bankrupt or loses its right to do business in California or is removed from the list of surety companies accepted on Federal Bonds, Contractor will, within 20 calendar days' notice from the District, substitute an acceptable bond (or bonds) at Contractor's expense; no further payment will be deemed due to Contractor or paid until the District has received acceptable bond from a substitute surety. The Performance Bond will remain in full force and effect throughout the warranty period set forth in Section 13.1.

12.3 Payment of Subcontractors. Without limiting the responsibilities of Contractor and its surety under the terms of this Agreement, Contractor and its surety agree to promptly pay all lawful claims of Subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used, or consumed in connection with the prosecution of the Work including Change Orders, and will indemnify and save harmless the District and from and against all liability loss, damage and expense, including interest, costs, attorneys' fees, and expert witness fees, which the District may sustain by reason of Contractor's or its surety's failure to do so.



13. WARRANTY

13.1 Warranty. Contractor warrants all Work for a period of 1 year commencing from Substantial Completion or the date of repair, whichever is later, and for longer periods specified in the Construction Documents for certain equipment manufacturers or suppliers. Contractor will repair or replace any and all deficient or defective Work, provided that the Work was properly maintained and/or used, together with any other Work that is displaced during repair or replacement without expense to District. Contractor's warranty excludes improper or insufficient maintenance, improper operation, normal wear and tear and normal usage. Contractor will procure all Subcontractor and manufacturer express warranties required under the Construction Documents on the District's behalf and will transmit the warranties to the District before Final Completion and Project close-out. If Contractor fails to make repairs, adjustments, or other work made necessary by defects in the Work, the District may do so at Contractor's sole expense. Establishment of the 1 year express warranty period for correction of Work relates only to the specific obligation of the Contractor to correct defective or non-conforming Work, and has no relationship to statute of limitations periods for legal claims arising from this Agreement. This provision will survive Final Completion of the Project and/or termination of this Agreement.

14. DOCUMENT RETENTION & EXAMINATION

14.1 Audit. In accordance with Government Code section 8546.7, records of both the District and the Contractor will be subject to examination and audit by the State Auditor General for a period of 3 years after final payment.

14.2 Medicare Audit. Upon written request of the District, Contractor and any entity providing labor, materials, or equipment to the Project will make available to District, Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, this Agreement, and all Exhibits, books, documents and records that are necessary to verify the nature and extent of the costs of the Work for a period of 4 years after Final Completion of the Project when required by Section 952 of the Omnibus Budget Reconciliation Act of 1980. Contractor will require each Subcontractor (inclusive of all tiers), and supplier to comply with this provision.

15. CLAIMS AND DISPUTE RESOLUTION

15.1 Claims. Claims, or other matters in question between Contractor and the District arising out of the Contract Documents, including breach of contract, will be subject to Public Contract Code sections 9204 and 10240 et seq. Contractor must submit a Claim within 10 calendar days of denial of a Change Order Request (see Section 8.3.3) or occurrence of other event giving rise to the Claim. Contractor must send the Claim to the District's Representative identified in the Key Business Terms Sheet by registered mail or certified mail with return receipt requested. Contractor must furnish reasonable documentation to support the Claim.

15.1.1 Contractor's reasonable documentation in support of the Claim must, at a minimum include: A clear, concise recital of the basis of the Claim asserted, including a designation of the provisions of the Contract Documents upon which the Claim is based; A statement as to the amount of time and/or compensation sought pursuant to the Claim; A statement regarding whether the Claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the Claim; A fragnet analysis if Contractor is requesting a time extension; Full and complete cost records supporting the amount of any



Claim for additional compensation; A notarized certification by the Contractor and each Subcontractor included in the Claim as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate, and complete statement of all features relating to the Claim asserted." Failure by the Contractor and its Subcontractors included in the Claim to provide sufficient documentation will result in denial of the Claim. The District reserves the right to request additional documentation, or clarification of the documentation provided.

15.2 District's Response. Upon receipt of a Claim, the District in conjunction with the AOR will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the Claim is disputed and what portion is undisputed within 45 calendar days of receipt of the Claim. Failure of the District to respond to a Claim within the time periods described above will result in the Claim being deemed rejected in its entirety. The District and Contractor may, by mutual agreement, extend the 45 calendar day time period. For any undisputed portion of a Claim, the District will make payment to the Contractor within 60 calendar days of the District's issuance of the written statement.

15.3 Non-Binding Dispute Resolution. If the Contractor disputes the District's response, or the District fails to respond within the time prescribed in Section 8.3.3, Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute within 30 calendar days of the District's response or failure to respond. Within 10 Business Days following the meet and confer conference, the District will provide a written statement identifying the portion of the Claim that remains in dispute. Any payment due on an undisputed portion of the Claim will be made by District within 60 calendar days of the meet and confer conference. In the event that the meet and confer conference is unsuccessful, the matter will be submitted to nonbinding mediation within 60 calendar days per Public Contract Code section 9204 unless the Parties mutually agree to waive mediation, in writing, and proceed directly to the commencement of binding dispute resolution through Public Works Contract Arbitration.

15.4 Public Works Contract Arbitration. The District has elected to have all disputes arising under or related to this Agreement resolved by Public Works Arbitration administered by the Office of Administrative Hearings (OAH) pursuant to California Public Contract Code sections 10240 through 10389 and the regulations promulgated by the Office of Administrative Hearings. Pursuant to Public Contract Code section 20104(a)(2), this election supersedes the provisions of Public Contract Code section 20104.

15.4.1 Savings Clause. If a court determines that any dispute between Contractor and District is not subject to Public Works Arbitration, then, Contractor must, as a condition precedent to commencing any suit or proceeding against District, comply with all requirements, including claims filing requirements, of Title 1, Division 3.6, parts 3 and 4 of the California Government Code relating to claims against public agencies and their employees.

15.4.2 Exhaustion of Administrative Remedies (Cal. Pub. Contract Code §10240.2). As a condition precedent to commencing arbitration, Contractor must have first:

- (a) Complied with all requirements of Section 15.1;



(b) If the dispute is within the scope of Article 8, timely submitted a notice of potential change per Section 8.3 and provided any additional supporting information or documents requested by District in response to Contractor's notice;

(c) Received a written denial by District, in whole or in part, of the time or compensation requested, or had the request deemed denied by Section 15.2; and

(d) Participated in the non-binding dispute resolution set forth in Section 15.3 unless both parties mutually agreed to waive mediation in writing.

(e) Commencing Public Works Arbitration. To commence arbitration, Contractor must file a claim with the Office of Administrative Hearings pursuant to California Code of Regulations, Title 1 section 1350.

15.5 Joinder. The District and Contractor consent to the joinder of other necessary parties (including but not limited to the AOR, Subcontractors, suppliers, Separate Contractors and Separate Consultants) in any dispute resolution procedure, if Claims for or against the Contractor or District arise under or relate to incidents related to the Project or the performance of the Work and if the joinder is necessary to prevent a substantial risk of the party otherwise being subjected to inconsistent obligations or decisions.

16. TERMINATION AND SUSPENSION

16.1 Suspension. The Project may be suspended upon written notice from the District. The written notice of suspension will set forth the reason for suspension and the effective date of suspension. If the Project is suspended by the District and not due to any fault of the Contractor or any of its Subcontractors, suppliers, or equipment vendors, the Contractor will be compensated per the compensation and payment terms set forth in Articles 6 and 10 for all Work properly performed through the effective date of the suspension. If the Project is resumed, and provided that the suspension was not caused or due to any fault or neglect of the Contractor or any of its Subcontractors, suppliers, or equipment vendors, then the Contractor's compensation will be equitably adjusted through Change Order under Article 8 and the Contract Time will be equitably adjusted for the additional time required to achieve Substantial Completion. If all field labor on the Project has ceased for a period of 60 consecutive calendar days due to no fault of Contractor or its Subcontractors, then the Contractor may terminate the Agreement under Section 16.4.

16.2 Termination by District for Convenience. The District may terminate this Agreement for convenience upon 14 calendar days written notice at any time before Final Completion. The notice will state the extent and effective date of termination. The Contractor will be entitled to receive payment for all Work properly performed based on a percentage of Work completed through the effective date of termination plus 5 work days of general conditions and general requirements per the Average Daily Rate set forth in the Key Business Terms Sheet to cease operations and secure the Work. Contractor expressly waives any Claims for consequential damages, including anticipated lost profits and unabsorbed overhead. All disputes over termination will be resolved under Article 15.

16.3 Termination by District for Cause. The District may terminate this Agreement upon not less than 10 calendar days' written notice and an additional 10 calendar days to commence curing (total of 20 calendar days) to the District's satisfaction, if the Contractor: (i)



fails to provide the necessary number of trained and skilled management, field labor, or necessary resources for performance of the Work within the Contract Time; (ii) refuses to timely correct non-conforming Work; (iii) fails to properly pay its Subcontractors and suppliers; (iii) repeatedly violates Applicable Law; (iv) fails to fulfill its obligations under the Contract Documents or repeatedly breaches terms and conditions of the Contract Documents; (v) is in bankruptcy or receivership; or (vi) commits fraud, or engages in reckless disregard, or willful misconduct. The notice will set forth the reason for termination and the effective date of termination. If the District terminates this Agreement for cause, Contractor will not be entitled to any further payments until Final Completion. Nothing stated in this paragraph will prevent the District from pursuing and recovering any damages allowed by Applicable Law from the Contractor or its surety arising out of a breach of the Contract Documents. If through arbitration per Article 15, the arbitrator deems that termination of the Contractor was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 16.2.

16.4 Termination by Contractor for Cause. Contractor may terminate this Agreement upon 10 calendar days' written notice and an additional 10 calendar days' opportunity to commence curing, if the District fails to make payment to the Contractor in accordance with this Agreement, and cannot provide evidence substantiating that financial arrangements have been made to make payment, or if the Project is suspended and all field labor has ceased for a period of 60 consecutive calendar days. Contractor will be compensated for all Work properly performed through the effective date of termination in accordance with the compensation and payment provisions set forth in Articles 6 and 10. If the Agreement is being terminated due to failure to make payment, Contractor will also be entitled to an additional 5 work days multiplied times the Average Daily Rate set forth in the Key Business Terms Sheet for additional general conditions and general requirements necessary to cease all operations and secure the Work.

17. MISCELLANEOUS

17.1 Confidentiality. Contractor will keep information provided by the District or made available to the Contractor during performance of the Work confidential, and will not disclose confidential information to persons or entities other than as necessary to perform the Work.

17.2 Governing Law. This Agreement will be governed and construed under the laws of the State of California without giving effect to any choice of law or rule of conflict that would cause the application of the laws of any other jurisdiction.

17.3 Interpretation and Severability. This Agreement's terms and conditions will be interpreted according to their plain meaning, and not strictly for or against either the District or the Contractor. Any contrary rule of construction or interpretation will be of no force or effect with respect to this Agreement. If a court of competent jurisdiction finds any term or provision of this Agreement to be void or unenforceable for any reason, the term or provision will be amended to comply with Applicable Law. If a term or condition is severed, the remainder of the Agreement will remain in full force and effect to the maximum extent permitted by law and consistent with the District's and Contractor's overall intent.

17.4 Modifications. All modifications to the terms and conditions set forth in this Agreement must be in writing and signed by an authorized representative of both Parties.



17.5 Assignment. The District and Contractor respectively bind themselves, their partners, successors, assignees, and legal representatives to the other Party to this Agreement. Contractor may not assign this Agreement. Upon notice, the District may assign this Agreement to any lender in obtaining Project financing, and the Contractor and its Subcontractors, suppliers, and equipment vendors will cooperate with the District and execute required assignment and subordination agreements.

17.6 Notices. Other than notices subject to Section 15.1, which must comply with that Section, notices required to be given by this Agreement must be in writing and notice will be deemed effective upon: (i) the date of personal delivery, or fax, if received by the addressee before 5:00 p.m. local time on a Business Day; (ii) 5 Business Days after being sent via registered or certified mail with a return receipt requested; or (iii) 2 Business Days after being sent by overnight commercial courier providing next-business-day delivery. Fax delivery must be evidenced by an automated fax confirmation. Notices will be addressed to the District's Representative and the Contractor's Representative as identified on the Key Business Terms Sheet.

17.7 No Third Party Beneficiaries. The Parties acknowledge and agree that the obligations of the Contractor are solely for the benefit of the District and are not intended in any respect to benefit any third parties. There are no other third party beneficiaries to this Agreement.

17.8 Time is of the Essence. Time is of the essence with respect to each and every provision of the Contract Documents and any subsequent Change Orders.

17.9 Rights and Remedies. All rights and remedies under the Contract Documents will be cumulative and in addition to, and not in limitation of, all other rights and remedies of the Parties under the Contract Documents or otherwise available at law or in equity.

17.10 Survival. The following provisions will survive termination of this Agreement or completion of the Work: Sections 4.1.1 and , 4.1.2, and Articles 11 through 17.

17.11 No Waiver. Unless otherwise indicated in this Agreement, the District's and Contractor's action or failure to act will not waive any right or duty it has under the Agreement, and such action or failure to act will not be an approval of or acquiescence in a breach of the Agreement unless specifically agreed to in writing by the Party.

17.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. When proving this Agreement, it will only be necessary to produce or account for the counterpart signed by the Party against whom enforcement is sought. Electronic copies or photocopies of this Agreement showing the true signatures may be used for all purposes as originals.

17.13 Electronic Signature. The Parties agree that a "Digital Signature" as defined under Government Code section 16.5 and California Code of Regulations section 22000 is an acceptable form of signature for written communications with the District and will have the same force and effect as the use of a manual signature provided that the Digital Signature is: (i) unique to the person using it; (ii) capable of verification; (iii) under the sole control of the person using it; and (iv) linked to the data in such a manner that if the data are changed, the Digital



Signature will be invalidated. In order to be valid, the Digital Signature must be created by an acceptable technology as defined in California Code of Regulations section 22001 et. seq.

17.14 Attorneys' Fees. If the District or Contractor commences an action or dispute resolution process in accordance with the terms and provisions of this Agreement against the other Party for Claims arising out of or in connection with the Contract Documents, the prevailing Party will be entitled to recover all reasonable attorneys' fees and costs (including charges and expenses related to the suit, expert witness, and consultants' fees) as may be determined by a court with competent jurisdiction.

17.15 Legal Citations. Legal citations to statutory requirements are included in the Agreement for convenience and an omission of any statutory requirement will not relieve the Contractor from compliance with Applicable Law.

17.16 Business and Professions Code Section 7030 Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

17.17 Entire Agreement. The Contract Documents form the entire contract between the District and Contractor and supersede all prior oral and other written negotiations, representations, or agreements between the District and Contractor with respect to the Work performed for this Project.





**Construction Contract
EXHIBIT 1 – Definitions**

1. **"Adverse Weather"** means high winds, rain or snow in excess of the number of days set forth in the Key Business Terms Sheet. In order to qualify as an Adverse Weather day, the construction crews' ability to perform Work on the Project must be prevented or substantially impeded for more than half of a normal work day and the Contractor's inability to perform the scheduled Work must result in an actual delay to the Contract Time.
2. **"Agreement"** means the Lump Sum Construction Contract between the District and Contractor inclusive of all Exhibits.
3. **"Amendment" or "Amendments"** is a document executed by the Signatories to the Agreement amending the terms and/or conditions of the Agreement but not adjustments in Contract Price or Contract Time.
4. **"Architect of Record" "AOR"** is the lead design professional retained through the District that is responsible for the design of the Project. The Architect of Record is identified in the Key Business Terms Sheet.
5. **"Applicable Law"** includes all local, state, and federal laws, rules, regulations, ordinances, building code or other codes, statutes, or regulations, or lawful orders of Governmental Authorities that are relevant to proper and safe performance of the Work.
6. **"Average Daily Rate"** is the stipulated dollar value stated in the Key Business Terms Sheet for Contractor's compensation for general conditions and general requirements as defined in Section 9.5.1 and Section 9.5.2 of the Agreement for permitted delays per Section 7.4 of the Agreement.
7. **"Business Days"** includes week days other than Saturdays, Sundays, and federal or state holidays.
8. **"Certificate of Substantial Completion"** is a certificate prepared by the Architect of Record that documents the date of Substantial Completion, the responsibilities of the District and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and will fix the time within which the Contractor will finish all items on the punch list accompanying the certificate. The Certificate of Substantial Completion will be submitted to the District and Contractor for their written acceptance of responsibilities assigned to them in the certificate.
9. **"Change Order" or "Change Orders"** is a mutually agreed written order adjusting the Contract Price, Contract Time, or both for changes in the Work.
10. **"Change Order Request" or "COR"** is a written request for Change Order, which sets forth the nature of the change, the reason for the change, and the effect, if any, on the Contract Price, Contract Time, or both.



11. **"Claim"** is a written demand or assertion by District or Contractor seeking equitable or monetary relief or an adjustment or interpretation of the terms of the Contract Documents, a disputed Change Order Request, an extension of Contract Time or Contract Price, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between District and Contractor, which may include other parties through joinder, arising out of, or related to, the Contract Documents, performance of the Work, third party claims, as well as any claims included in Contractor's defense and indemnification obligations set forth in the Agreement or elsewhere in the Contract Documents. A Change Order Request is not a Claim until it has been denied by the District and the Contractor submits a notice of Claim under Article 15.
12. **"Contract Documents"** include the Agreement (inclusive of all Exhibits included in the Table of Exhibits), as well as any subsequent Amendments or Change Orders.
13. **"Contractor"** is the California state licensed contractor identified in the Key Business Terms Sheet that executed the Agreement and is solely responsible to the District for performance of the Work.
14. **"Commencement Date"** is the date set forth in the Key Business Terms Sheet for Contractor to commence Work.
15. **"Construction Documents"** means the 2-D drawings and specifications, provided to the Contractor by the District that are approved for construction by Governmental Authorities (Exhibit 3), any clarifications through responses to Requests For Information, design sketches, or other such clarifications issued post-permit by the AOR, OSHPD or other Governmental Authority, and any modifications through executed Change Orders.
16. **"Contract Price"** is the lump sum price for Contractor to perform all Work, as may be amended through executed Change Order.
17. **"Contract Time"** is the time allotted in the Key Business Terms Sheet for Substantial Completion of the Work, subject to extensions of time through approved Change Orders.
18. **"District"** is the Mayers Memorial Hospital District, which is the owner of the Project.
19. **"District Elected Changes"** are changes in the Work directed by the District that impact the Work as well as the Contract Price, Contract Time, or both and are not caused by any negligent act, error, or omission of the Contractor or its Subcontractors.
20. **"Field Work Order"** is an order prepared by, or at the request of, the District directing Contractor to perform a minor change to the Work, or for performance of changes to the Work before an agreement on pricing or adjustments to time (if any) is reached.
21. **"Final Completion"** occurs after Substantial Completion has occurred and Contractor has completed all Work in accordance with the Contract Documents; all final punch list items have been completed and accepted by the District; and all close-out documentation required under the Contract Documents has been transmitted to the District.



22. **"Float"** is the amount of time that a non-critical Work activity can be delayed or extended without delaying a critical path activity that impacts the Contract Time.
23. **"Force Majeure Event"** means an Act of God as defined under Public Contract Code section 7105, civil disobedience, an act of terror, or unavoidable casualties beyond the Contractor's control, and not due to any act or omission of the Contractor or its Subcontractors that necessarily extends the Contract Time.
24. **"Governmental Authorities"** means any and all federal, state, county, or municipal boards, departments, courts, offices, or agencies that have jurisdiction over the Work and Project.
25. **"Hazardous Materials"** means any substance, product, waste, or other material of any nature that is or becomes listed, regulated or addressed under one or more of the following environmental laws: (1) CERCLA, (2) Hazardous Materials Transportation Act, (3) RCRA, (4) the Clean Water Act, (5) the Toxic Substance Control Act, (6) HSAA, (7) the California Porter-Cologne Water Quality Control Act, (8) the California Hazardous Waste Management Act, (9) the California Safe Drinking Water Act, (10) the California Waste Management Act, and (11) any other federal or state law or local ordinance concerning hazardous, toxic, or dangerous substances, wastes, or materials.
26. **"Key Business Terms Sheet"** is located in the Agreement on pages 2-3. The Key Business Terms Sheet summarizes key representatives and personnel responsible for execution of the Work, milestone dates, and some of the key financial terms of the Agreement.
27. **"Liquidated Damages"** are damages for unexcused delays that will be assessed by the District if the Contractor fails to achieve Substantial Completion within the Contract Time. Liquidated damages will be the District's remedy for delay damages, as is set forth in the Key Business Terms Sheet and Section 7.5 of the Agreement.
28. **"OSHPD"** means the Office of Statewide Health Planning and Development.
29. **"Post Permit OSHPD Changes"** include: (i) delays in the Contract Time as a result of lack of availability of the Area Compliance Officer ("ACO") or Regional Compliance Officer ("RCO") for inspections, or (ii) changes that occur in the Construction Documents after approval of the Construction Documents by OSHPD and other applicable Governmental Authorities for construction; and provided that the change or delay is not due to a lack of coordination of the Work, or any act or omission of the Contractor or its Subcontractors in timely or properly completing the Work or calling for inspection. .
30. **"Project"** means the Burney Rural Health Clinic Remodeling Project.
31. **"Request for Information" or "RFI"** means written requests prepared by the Contractor or Subcontractors requesting clarification about design or raising coordination issues that impact design, cost, or schedule.



32. **"Schedule"** is Contractor's approved baseline schedule for performance of the Work and incorporated into the Agreement as Exhibit 5. Throughout the construction process, the term Schedule means the most current, approved schedule updated by the Contractor for performance of the Work in accordance with the Contract Documents.
33. **"Schedule of Values"** is a document that allocates the entire Contract Price among the various portions of the Work and will be included with Contractor's applications.
34. **"Separate Consultants"** is a person, or firm, under separate contract with the District that is performing other services related to the Project.
35. **"Separate Contractors"** is a person, or firm, under separate contract with the District that is performing other work related to the Project.
36. **"Signatory"** or **"Signatories"** are those persons authorized by the District and Contractor, respectively, who have the authority to legally bind their respective entities and who have authority to execute the Agreement, Amendments, Change Orders.
37. **"Site Logistics Plan"** is a document indicating locations for Contractor's trailers, deliveries, staging, ingress, egress, etc.
38. **"Subcontractor"** includes all specialty contractors under direct contract with Contractor for performance of a portion of the Work and all tier-subcontractors. The term subcontractor includes any design-build subcontractors.
39. **"Submittals"** include shop drawings, product data, samples, and similar documentation required by the Project specifications or other Construction Documents.
40. **"Substantial Completion"** means the date when the Work is complete, other than minor punch list items, OSHPD and other required Governmental Authority has granted a certificate of occupancy, and the District is able to legally occupy the Project for its intended use. Substantial Completion does not include final punch-list, transmission of close-out documentation, or patient care licensing.
41. **"Unforeseen and Differing Site Conditions"** means discovery of unknown, unforeseen or differing site conditions as defined in Public Contract Code section 7104 and also includes discovery of an unknown, existing hazardous substance that requires removal or remediation.
42. **"Work"** means all services, labor, materials, equipment, and appurtenances provided by the Contractor and its Subcontractors necessary for proper completion of the Work in accordance with the Contract Documents.





**Construction Contract
EXHIBIT 2 – Supplemental Conditions**

1. PROJECT MANAGEMENT CONTROLS

1.1 Daily Construction Reports. Contractor will keep a daily log containing a record of weather, each Subcontractor's portion of the Work accomplished on the site, the number of workers per trade, identification of equipment, problems encountered, and other similar relevant data. Contractor will submit daily construction reports on a form approved by the District Representative. At a minimum, the daily construction report form must include the name of the Subcontractor performing the Work, the date, number of workers performing Work that day, a detailed description of the Work performed, and the weather. Daily construction reports will be submitted to the District Representative on a weekly basis for all Work performed during the prior week, and Contractor will keep a jobsite copy of all daily construction reports.

1.2 Submittal Log. Contractor will maintain its Submittal log containing a record of all Submittals, the date submitted, the date returned to the Contractor and Subcontractor and whether the Submittal was accepted, accepted with comments, or not accepted and must be resubmitted. Contractor will keep a jobsite copy of all Submittals as well as the Submittal log. A pdf of the Submittal log will be transmitted to the AOR on a weekly basis for coordination of outstanding submittals and determining priorities.

1.3 Change Order Log. Contractor will keep a Change Order log recording all Change Order Requests and executed Change Orders by number and description and documenting the date the Change Order Request was submitted, date reviewed, and whether the Change Order Request is pending, approved or rejected, as well as the date that the Change Order was either approved and executed or rejected. Contractor will provide monthly updates to the District's Representative of the current Change Order Log, and will also keep a jobsite copy of all Change Order Requests and executed Change Orders.

1.4 RFI Log. Contractor will keep a log of all Requests for Information or clarification ("RFIs"). The log will set forth the RFI number, the date the RFI was submitted, and the date it was returned to the field for implementation. Contractor will keep a jobsite copy of the RFI log and all RFIs. All RFIs, as well as the RFI log, will be shared with the District's Representative.

1.5 Testing and Inspection Log. Contractor will maintain an inspection log that is accessible by the District, AOR, and any Governmental Authority. Contractor will maintain a copy of the test report and the log on site. Contractor will forward a copy of the field test report to the AOR and District within 24 hours of the test taking place. The log will document all tests and inspections performed at the site during construction. The record of tests will include the following information:

1.5.1 Request for Inspection.



1.5.2 Date test or inspection was conducted.

1.5.3 Identity of testing agency or special inspector.

1.5.4 Description of the Work tested or inspected.

1.5.5 Identification of any Construction Documents or Submittals that were used during testing and inspection.

1.5.6 Date that the test or inspection was concluded and the date that the results were transmitted to the AOR and District Representative.

1.5.7 The test results (e.g., pass or fail).

1.6 Weekly Meetings. Contractor will attend weekly Project meetings with AOR and the District for coordination and to discuss progress and scheduling and to resolve any pending design or construction issues, and Change Orders. In addition, Contractor will conduct weekly safety meetings, and weekly Subcontractor coordination meetings to discuss jobsite procedures and safety, progress, and 2-week look ahead schedules.

1.7 Schedule Update. Contractor will update the Schedule based on actual percentage of Work completed and extensions of time that may have been granted through approved Change Order. The Schedule will be used for projection of milestones. The updated Schedule will be transmitted to the District and the AOR with each monthly payment application.

1.8 Progress Photos. Contractor will provide weekly digital progress photos that clearly depict the progress of the Work. Construction photos must be taken from select vantage points to show the status of construction and progress since the last photographs were taken. Digital photos will be submitted to the District and AOR with each monthly payment application.

2. REQUESTS FOR INFORMATION

2.1 Process. Contractor will submit all written Requests for Information or clarification to the AOR. All RFIs must be dated, indicate what specific information is required and when a response must be received to avoid delaying the Work. If possible the RFI should include a proposed solution. AOR will review and respond to RFIs within 14 calendar days. Responses will be distributed by the AOR to the Contractor with a copy to the District's Representative. If the RFI response impacts cost or schedule, the Contractor will submit the response to the District in accordance with Article 8 of the Agreement, with a copy to the AOR.

3. SUBMITTALS

3.1 Submittal Scheduling. Within one (1) week after execution of the Agreement, the Contractor will provide a Submittal schedule to the AOR and District's Representative that complies with the milestones set forth in the Schedule (Exhibit 5). The Submittal schedule must flag all long lead and critical items, and indicate when Submittals will be issued and when approval must be received to allow for proper procurement of materials and equipment and to avoid delays in the Work. The final Submittal schedule must be agreed to by the AOR.



Submittal review will be in accordance with the most current approved Submittal schedule or within such time as is sufficient to permit adequate review but should not ordinarily exceed 14 calendar days. Cost incurred for delays caused by Contractor's failure to timely submit or having to resubmit will be at Contractor's sole expense

3.2 Submittal Process. Contractor, its Subcontractors, or suppliers will prepare each Submittal in accordance with the Contract Documents to demonstrate the construction means and methods proposed for installation of a building system or component in a coordinated manner with other contiguous portions of the Work and consistent with the design expressed in the Construction Documents. Contractor will send Submittals to AOR for review and approval.

3.2.1 Submittal review will be within such time as is sufficient to permit adequate review but should not ordinarily exceed 10 Business Days. The AOR or engineer of record will review the Submittal for conformance with the design expressed in the Construction Documents. Approval of a Submittal by the AOR or engineer of record does not relieve the Contractor or its Subcontractors or suppliers from any of their respective contractual obligations and will not constitute approval of any safety precautions or construction means, methods, techniques, sequences, or procedures. Approval of a specific item does not constitute approval of an assembly of which the item is a component. If the Contract Documents require a Submittal, the Work will not be performed until the respective Submittal has been approved by the AOR.

3.2.2 By transmitting a Submittal, Contractor and its Subcontractor represent that they have reviewed the submission for accuracy and compliance with the Contract Documents, coordinated the information contained within the Submittal with the existing field conditions and requirements of the Work and other contiguous portions of the Work, and that all original engineering, if required, has been performed by a California state registered professional engineer or licensed architect. All Submittals will include a request that the Submittal be reviewed and returned by a certain date to conform with the most current approved Submittal schedule.

3.2.3 If design-build portions of the Work are required, the Submittals must be prepared by, or under the responsible charge of, a California state registered professional engineer or licensed architect who will sign and seal all design-build Submittals indicating that the design professional is the registered engineer or architect of record. The design-build Subcontractor will remain liable and responsible for all design-build Submittals. The AOR and/or or engineer (as applicable) will review design-build Submittals to confirm that the Submittals are in general conformance with the published performance and design criteria and to coordinate the design-build Submittals with the design prepared by the AOR or design criteria prepared by an engineer.

4. WORK RESTRICTIONS

4.1 Work Hours. All Work will be scheduled based on an 8 hour work day between 7:00 a.m. and 7:00 p.m. Monday through Friday. Contractor will provide District with written notice for any Work that will need to be performed on weekends or after hours. All after hour or weekend Work requires District's written approval prior to commencement.



4.2 Noise. No Work that generates excessive or unusual noise will be permitted outside of the hours of operation 7:00 AM to 7:00 PM without the permission of the District. Requests for approval for Work authorization for hours outside of the allowed times will be submitted to the District a minimum of 3 days in advance of the proposed activities. This request will include a schedule of what dates activities will be occurring outside the hours of operation, clearly indicate the hours of Work requested, the type of Work to be completed, the potential noise generating activities including equipment associated with this Work, and the contact information for onsite staff to be contacted if the noise becomes disturbing during noise sensitive hours. Contractor will also comply with any applicable local ordinance or permit conditions regulating noise levels and perform the Work in compliance with those provisions, which may be more restrictive.

4.3 Environmental Control Plan. Before commencing Work, the Contractor will prepare and submit an environmental control plan to the District that, at a minimum, identifies sources and mitigation measures for dust, air pollution, and odors.

4.4 Smoking. The facility is a smoke-free campus. Smoking is prohibited on the campus. Chewing tobacco is prohibited.

4.5 No Radios or Headphones. Use of personal radios and headphones while working is strictly prohibited. Personal radios will not be allow on the Project site. Workers may listen to music with headphones during breaks in designated areas outside the building.

4.6 Eating and Drinking. Breaks and lunches will be taken at a designated area and each Project team member will clean up their area where they have lunch or breaks. Food or drinks are not allowed within buildings except within the designated area.

4.7 Staging and Storage. Material will be stored only in the areas indicated on the approved Site Logistics Plan. Staging areas will be designated on the approved Site Logistics Plan.

4.8 Parking. All parking will be in areas designated on the approved Site Logistics Plan. Parking will not be allowed on the surrounding highway or streets.

5. WORKERS AND WORKER'S COMPENSATION

5.1 Discipline. Contractor will at all times enforce strict discipline and good order among its employees and Subcontractors. Contractor and its Subcontractors will not employ on the Project any unfit person or anyone not skilled in the Work assigned.

5.2 Drug and Alcohol Free Workplace.

5.2.1 Certification. Contractor certifies that it has complied with Government Code section 8355 relating to a drug free workplace and will comply with the requirements included in the Contractor's safety program. Contractor will submit a certificate under penalty of perjury stating that Contractor will:



(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined by the federal Controlled Substances Act) is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(b) Establish a drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the person's or organization's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.

(c) Require that each employee performing Work on the Project be given a copy of the statement required by this Section and that the employee agrees to abide by the terms of the statement as a condition of employment.

5.2.2 The use or possession of alcohol by the Contractor, or others under the Contractor's control, on the Project site is prohibited.

5.3 Unfit Workers. Any person in the employ of the Contractor or Contractor's Subcontractors whom the District believes may be incompetent or unfit will be dismissed from the Project and will not be re-employed on this Project except with the written approval of the District.

5.4 Worker's Compensation. Contractor and its Subcontractors are required to secure the payment of compensation of its employees in accordance with Labor Code section 3700. Before commencing the Work, the Contractor and its Subcontractors will sign and file a certification with the District under Labor Code section 1861 stating the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the any work or services performed under the Agreement or any subcontracts or consulting agreements.

6. LABOR COMPLIANCE

6.1 Contractor Registration Requirement. Pursuant to California Labor Code Section 1771.1(a), a contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register.) Contractor represents that it and its Subcontractors were registered at the time the Agreement was awarded, will keep the registrations current, and will notify Subcontractors of all

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tiers of their respective obligations to register and comply with the requirements set forth in the above referenced statute.

6.2 Notices. Pursuant to Labor Code 1771.4(a)(2), Contractor will post job site notices as prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required.)

7. CERTIFIED PAYROLL RECORDS

7.1 Certified Payroll Requirements. This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1776, the Contractor and each Subcontractor will maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee performing labor in connection with the Work. Contractor and its Subcontractors will certify under penalty of perjury that records maintained and submitted by Contractor and its Subcontractors are true and accurate and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any Work performed. The weekly payroll records will be certified and submitted by the Contractor and its Subcontractors (as applicable) under penalty of perjury. The payroll records will be certified and submitted to the District by the Contractor on a monthly basis with its application for payment or at other times that may be designated by the District. The Contractor will also provide the following:

7.1.1 A certified copy of the employee's payroll records will be made available for inspection or furnished to the employee or his or her authorized representative on request.

7.1.2 A certified copy of all payroll records described will be made available for inspection or furnished upon request of the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, or the Department of Industrial Relations ("DIR").

7.1.3 The certified payroll records will be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or will contain the same information as the forms provided by the DLSE.

7.1.4 As of January 1, 2016, to comply with Labor Code 1771.4(3)(B), all certified payroll records must be submitted electronically through the DIR's Electronic Certified Payroll Reporting (eCPR) system, unless an exemption is established by the DIR. Contractor may require Subcontractor to submit certified payroll records to Contractor prior to submission via eCPR (in any form specified by Contractor).

7.1.5 Any copy of records made available for inspection and furnished upon request to the public will be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any Subcontractor will not be marked or obliterated.



8. PREVAILING WAGE RATES

8.1 Prevailing Wage Requirements. This Project is subject to California State prevailing wages. Davis-Bacon wage requirements are inapplicable. Contractor and its Subcontractors will comply with any applicable California prevailing wage laws. The Contractor acknowledges and agrees that it has performed its own investigation as to the applicability of California prevailing wage laws commencing with Labor Code section 1720 et, seq. Contractor agrees that the Contract Price includes full compensation for all labor in compliance with California Labor Code and that no additional compensation will be owed to Contractor in the event that Contractor is required to pay higher wages or incur additional costs that Contractor contends it did not anticipate.

8.1.1 The Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Because this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and because the total compensation is \$1,000 or more, the Contractor agrees to fully comply with the Prevailing Wage Laws. The Contractor will obtain a copy of the prevailing rates of per diem wages at the commencement of the Work from the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform Work on the Project available to interested parties upon request, and will post copies at the Contractor's principal place of business and at the Project site.

8.1.2 Under Labor Code section 1775, the Contractor and each Subcontractor will forfeit as a penalty to the District not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any Work performed by Contractor, or by any Subcontractor, in violation of the provisions of the Labor Code. The difference between the stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, will be paid to each worker by the Contractor or Subcontractor.

8.1.3 Contractor will include a copy of the provisions of Labor Code Sections 1771, 1776, 1777.5, 1813 and 1815 in each subcontract. The Contractor will monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor. Upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing wage rate, the Contractor will diligently take corrective action to halt or rectify the failure including, but not limited to, retaining sufficient funds due the Subcontractor for Work performed on the Project. Prior to making final payment to the Subcontractor for any portion of the Work, the Contractor will obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees and any amounts due under Section 1813.

8.1.4 The Contractor or Subcontractor will, as a penalty to the state or political division on whose behalf the Subcontract is made, forfeit \$25 for each worker employed in the

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execution of the Work for each calendar day that the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Section 1813. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this Labor Code, or any stipulation inserted in a Subcontractor's subcontract, the work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, will be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

(a) Contractor will post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

(b) Pursuant to Labor Code 1813, the District is required to notify all violations of this provision to the Division of Labor Standards Enforcement.

9. EMPLOYMENT OF APPRENTICES

9.1 Apprentices Requirements. The Contractor's attention is directed to the provisions of Labor Code sections 1777.5, 1777.6, and 1777.7 concerning employment of apprentices by the Contractor or any Subcontractor. Contractor and Subcontractors will comply with all applicable requirements and apprenticeship standards as required by Labor Code 1777.5. Following award of this Agreement, Contractor will submit to District a list of work classifications that it plans to utilize on this Project as well as its plan for meeting all apprenticeship requirements in Labor Code 1777.5. As soon as practicable and no later than commencing Work, Contractor (or Subcontractors as applicable) will submit form DAS 140, Public Works Contract Award Information to the appropriate apprenticeship committee(s) and provide proof of submission to the District. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

10. UTILITIES

10.1 Existing Utilities. Consistent with Government Code section 4215, and notwithstanding any other provision of the Contract Documents, District will be responsible for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the Project site. Contractor will be reasonably compensated for the cost of locating, repairing damage, not due to the failure of the Contractor to exercise reasonable care, and removing or relocating the utility facilities not indicated in Exhibit 3 or other District provided information with reasonable accuracy. Notwithstanding the above, the District will not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, and meter and junction boxes, on or adjacent to the Project site. If Contractor discovers utility facilities not identified by District, it will immediately notify the District and utility in writing. The public utility, where they are the owner, will have the sole discretion to perform repairs or relocation work or permit the Contractor to do repairs or relocation work at a reasonable price.



10.2 Interruptions. The Contractor must provide 14 Business Days' written notice to the District, and receive District approval before interrupting any utility service at the Project, and all emergency power, etc., must be in place prior to disruption of service.

10.3 Inspection Fees for Permanent Utilities. All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation will be paid for by the District. Contractor may either request reimbursement from the District or will be responsible for coordinating with the District for the payment of the fees.

11. DIFFERING SITE CONDITIONS

11.1 Notice. The Contractor will provide the District with written notice within 5 Business Days discovery of Unforeseen and Differing Site Conditions.

11.2 District's Investigation. Contractor in conjunction with the District will promptly investigate the conditions, and if they find that the conditions do so materially differ, or do involve hazardous waste not indicated in the Construction Documents, and cause a decrease or increase in the Contract Price, or impact the Contract Time, Contractor may request a Change Order under Article 8 of the Agreement. If it is determined that physical conditions at the site are not latent or are not materially different from those indicated in the Contract Documents or that no change in terms of the Contract Documents is justified, District will notify Contractor in writing, stating reasons Contractor will not be entitled to an adjustment in the Contract Price or Contract Time regarding claimed latent or materially different site conditions (whether above or below grade) if:

11.2.1 Contractor knew of the existence of the conditions at the time Contractor submitted its bid; or

11.2.2 Contractor should have known of the existence of the conditions as a result of having complied with the requirements of Contract Documents; or

11.2.3 The information or conditions claimed by Contractor to be latent or materially different consist of information, conclusions, opinions or deductions of the kind that precludes reliance upon; or

11.2.4 Contractor was required to give written notice of differing site conditions under the Contract Documents and failed to do so within the time required.

12. PROTECTION OF THE WORK AND OTHER PROPERTY

12.1 Protection of the Work. Contractor is responsible for furnishing, installing and maintaining protection measures for its installed Work until Final Completion. Likewise, Contractor will secure and protect materials, tools, and equipment against loss by theft, vandalism, or damage.

12.1.1 Repair or Replacement. To the extent Work is damaged, and before Final Completion, Contractor shall touch-up, repair, replace, repaint, rehabilitate, etc., at no



additional cost to the District as required to bring the Work back to an acceptable condition (per specifications and/or industry standards). If material or equipment has been removed, stolen or damaged due to the Contractor's failure to provide adequate protection, Contractor will be responsible to expedite the delivery and installation of the Work at no cost to the District. Replacement time will be subject to District's approval.

12.1.2 **Damage to Work.** Damage to any work or existing structures will not be tolerated. Any person found damaging any work, existing or new, permanent or temporary, or any materials or equipment will be promptly removed from the Project. Repair or replacement of the damaged work or existing structures will be at the sole cost and expense of the responsible contractor or subcontractor. If Contractor's Work is damaged by another party, the responsible party will be back-charged for any repair and/or replacement costs. Progress of the Work, however, is not to be delayed due to disputes about responsibility for damaged Work. Should a dispute arise, the repair or replacement will be timely performed and all costs associated with the repair or replacement will be tracked and submitted to the District. To the extent there is dispute about which party caused the damage, the burden of proof will be on the party whose work was damaged.

12.2 Site Utilities. Contractor will contact the appropriate local authorities to locate all site and public utilities prior to commencement of the Work. Contractor will provide notice to all public utility companies prior to commencement of the Work for coordination of structures and public utilities that are immediately adjacent to the Project site that may be impacted by construction operations.

12.3 Adjacent Properties. Contractor will provide at least 2 days' notice to all adjacent property owners before commencement of the Work.

12.4 Barriers and Warnings. Contractor will provide barriers to prevent unauthorized entry to construction areas, to allow for safe use of the Project premise, and to protect existing facilities and adjacent properties from damage from construction operations.

12.5 Stormwater Control Plan. If Applicable Law requires preparation of a stormwater control plan, Contractor will develop the plan and comply with the approved plan.

12.6 Traffic Control. If applicable to the performance of the Work, the Contractor will prepare a Traffic Control Plan in accordance with the California Department of Transportation Traffic Manual.

12.6.1 Traffic control will include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flagmen to direct vehicular traffic through the construction areas. No material or equipment will be stored or parked where it will interfere with the free and safe passage of public traffic. Contractor will remove all equipment and other obstructions from the public right-of-way at the end of each day's work, and at other times when construction operations are suspended for any reason.

12.6.2 All traffic associated with construction operations including, without limitation, delivery and mail trucks, will enter through the construction site access gate. Contractor will provide signs directing construction and delivery traffic to this gate and will take



all necessary steps to minimize inconvenience to the District and the general public throughout the construction process. No driveways or private roads will be blocked without notifying the property owner, and access must be restored during all non-working hours.

12.6.3 Safe access must be maintained for pedestrian traffic throughout any public work area at all times.

12.6.4 At least one lane of traffic in each direction on all roads used on the Project must be kept open at all times unless prior approval is provided by the District and any affected Governmental Authorities. No roads will be blocked or made inaccessible without prior written consent of the District and the affected Governmental Authorities in the form of an encroachment permit. Under no circumstances will Contractor block or obstruct fire lanes.

12.7 Fire Protection. Contractor is responsible for ensuring that all employees and Subcontractors comply with fire protection precautions:

12.7.1 All employees will be trained in the proper type and use of fire extinguishers.

12.7.2 Emergency phone numbers will be posted at phones and personnel entrances.

12.7.3 Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, explosive storage areas, and small stationary engine sites will be cleared of all flammable materials.

12.7.4 All spark producing operation will require the use of fire extinguishing equipment rated not less than 2A-20B:C.

12.7.5 Open fires will not be permitted.

12.7.6 Use of gas or diesel powered tools and equipment in enclosed spaces will be avoided at all times. Exceptions may be made only if the use of the power tool(s) and/or equipment is determined necessary by and is authorized by the District and Contractor's superintendent. In the case of such exceptions, measures will be taken to ensure adequate ventilation to prevent build-up of exhaust fumes and fuel vapors.

12.7.7 All gasoline and diesel powered equipment adjacent to, or inside a building or structure will have a fire extinguisher rated not less than 2A-20B:C available for use.

12.7.8 The travel distance from any point of hot work to the nearest fire extinguisher will not exceed 100 feet. All hot work will require a full time fire watch person whose sole duty is fire watch.

12.8 Repair of Damaged Property. If damage to persons or property occur as a result of the Work, Contractor will be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what



transpired. The District will be entitled to inspect and copy any documentation, video, or photographs.

13. HAZARDOUS MATERIALS

13.1 No Introduction of Hazardous Materials and Substances. Contractor and its Subcontractors and equipment vendors will not cause or permit any Hazardous Materials to be generated, released, disposed, discharged, or brought onto or stored at the Project site or used in the Work unless specified and only if there is not a reasonable substitute for the specified material and with the approval of the District. Contractor will comply, and will ensure that all employees, agents, Subcontractors, and equipment vendors it retains comply with, and use all reasonable efforts and practices and cause any other persons under its control at the Project during the Work to comply with all Applicable Law and good business practices with respect to any Hazardous Material specified, located, used, deposited or brought on the Project, or released, disposed of, or transported on, to, under, from, or about the Project by any of them.

13.2 California Health and Safety Code. The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." If Hazardous Materials are used in the Work, Contractor is responsible for notifying its employees, agents, Subcontractors, suppliers, and equipment vendors that Work performed under the Contract Documents may result in exposures to chemicals on the Governor's list. Additionally, Contractor is responsible for posting appropriate signage around the Project providing warning about Hazardous Materials as required by Applicable Law.

13.3 Disposal of Hazardous Waste. Hazardous Materials may not be disposed of on or at the Project site. Contractor represents and warrants that any facility to which hazardous wastes may be moved is in compliance with any Applicable Law and that the facility is suitable to receive and/or dispose of, and may lawfully receive and/or dispose of the Hazardous Material.

13.4 Pre-Existing Hazardous Materials.

13.4.1 Discovery of Hazardous Materials. To the extent that Contractor discovers an unknown, pre-existing, Hazardous Material while performing Work, Contractor will immediately (1) stop Work in the affected area, (2) secure the area around the Hazardous Materials, and (3) notify District in writing of the condition. Work in the affected area will not be resumed until after written authorization from District. Provided that the Contractor does not exacerbate or negligently handle the pre-existing hazardous condition, the District will be responsible for removal, disposal, abatement or remediation of unknown, pre-existing Hazardous Materials, and for the clean-up, transport and disposal of those pre-existing Hazardous Materials in accordance with Applicable Law. The District will provide defense and indemnification for unidentified pre-existing Hazardous Materials to the extent provided in Section 11.5 of the Agreement.

13.4.2 Verification and Clean-Up. If a Hazardous Material is discovered that was not identified in the Exhibit 3 documents, the District will verify that the condition has been rendered harmless before Work recommences in the affected area. The Contractor may be

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entitled to an adjustment in the Contract Price and/or Contract Time if the Hazardous Material is deemed to constitute Unforeseen and Differing Site Condition per Article 11 above and Article 8 of the Agreement. If the Hazardous Material was pre-existing, and removal of the Hazardous Material was not included in the Work, the District will pay for the services of the licensed laboratory. The Contractor will reimburse the District for the services of the licensed laboratory if the Hazardous Material was brought on-site by the Contractor or any of its Subcontractors, suppliers, or equipment vendors.

13.4.3 Liability and Responsibility. With regard to Hazardous Materials, Contractor will comply with all Applicable Law. Contractor is liable for the release of any Hazardous Materials and for any pollution related to the Work, to the extent that such release is caused by the actions, omissions, negligence or misconduct of Contractor or any Subcontractors, suppliers, or equipment vendors, or any of their respective agents, contractors, employees, or representatives. In the event any such release or pollution occurs, Contractor will abate and remove the same as required by Applicable Law, including decontamination, removal, and disposal of any contaminated soil, replacement of contaminated soil so removed, and repair of any damages, all at Contractor's sole cost and expense. Contractor will be fully responsible for any exacerbation or negligent mishandling of any pre-existing Hazardous Materials discovered at or near the site, including without limitation any release or discharge of any previously contained Hazardous Materials and will provide defense and indemnification per Section 11.1.8 of the Agreement.

14. ENVIRONMENTAL REQUIREMENTS

14.1 Clean Air and Pollution Control Acts. Contractor will comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7414), section 308 of the Water Pollution Control Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after execution of the Agreement. Contractor will report violations to the agency and the regional office of the EPA. To the extent California law is more restrictive, Contractor will comply with California state law.

14.2 State Energy Policy. Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, will be utilized.

14.3 Wetlands. When disposing of excess, spoil, or other construction materials on public or private property, Contractor will not fill in or otherwise convert wetlands.

14.4 Floodplains. When disposing excess, spoil, or other construction materials on public or private property, Contractor will not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps.

14.5 Historic Preservation. Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the District. Construction shall be temporarily halted pending the notification process and further directions issued by the District which may consult with the State Historic Preservation Officer (SHPO).



14.6 Endangered Species. Contractor will comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to the District. Work will be temporarily halted pending the notification process and further directions issued by the District which may consult with the U.S. Fish and Wildlife Service.

14.7 Mitigation Measures. If the Project had an Environmental Report, Environmental Assessment, or Environmental Impact Statement to meet the requirements of the National Environmental Policy Act, compliance with the mitigation measures, if any, in that document are hereby included as a condition of this Agreement.

15. SAFETY

15.1 Responsibility. Contractor is the “controlling employer” under CalOSHA and shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with the performance of the Work. Contractor is solely responsible for training and supervising its employees, Subcontractors, and suppliers regarding site safety, and for adhering to all Applicable Law governing health and safety on construction sites. All Subcontractors performing work at the Project site must comply with Contractor’s safety program.

15.2 Safety Notices. Contractor will give notices and comply with Applicable Law, and lawful orders of Governmental Authorities bearing on safety of persons or property or their protection from damage, injury, or loss at the Project site. District must be copied on all safety notices.

15.3 Safety Data Sheets ("SDS"). Contractor must comply with all requirements of the Hazardous Communications Standard (Title 29, Code of Federal Regulations, Part 1910, as amended). At a minimum, Contractor will: (i) keep all SDS on file at the Project site and update as necessary; (ii) cause all Subcontractors and employees to clearly label all hazardous compounds as to content with appropriate warnings noted and the name and address of the manufacturer listed; and (iii) require that all Subcontractors and employees using hazardous compounds are trained in protective handling and are knowledgeable about the potential hazards.

15.4 Signage, Barriers, and Warnings. The Contractor will erect and maintain, as required by existing conditions and performance of the Work, all necessary barricades and signage for safety and protection and will notify owners and users of adjacent sites and utilities.

15.5 Daily Jobsite Walks. Contractor's superintendent will conduct daily jobsite inspections to verify that the Work is being performed in a safe and workmanlike manner. The Contractor will provide written notice to its Subcontractors demanding immediate correction of any known safety violation. District will be copied on all safety notices.

15.6 Weekly Safety Meetings. The Contractor will hold weekly meetings with its Subcontractors to review Subcontractor compliance with the safety program.



15.7 Emergencies. The Contractor may act in its sole discretion in case of an emergency to protect persons or property from threatened injury, damage or loss.

15.8 Accidents and Reporting. The Contractor will promptly notify and report all accidents to the police department, fire department and other Governmental Authorities as appropriate regarding accidents arising from the Work that result in death, personal injury or fire. The Contractor will also promptly report all accidents and near misses to the District.

15.9 Fines and Penalties. The Contractor is responsible for the payment of all fines levied against it or against District arising from or related to violation of safety rules, regulations or statutes except for safety violations arising from the District's Separate Contractors' work.

15.10 Required Training. To the extent applicable, Contractor will require all employees stationed at the Project site and Subcontractors to be trained in the interim life safety measures, infection control policy, all applicable requirements regarding confined spaces per OSHA Standards for Confined Spaces (29 CFR section 1910.146, as amended), lockout/tagout procedures per OSHA Standards for Control of Hazardous Energy (29 CFR section 1910.147, as amended), and any Applicable Law.

16. TEMPORARY FACILITIES

16.1 General. Location of jobsite trailers, other temporary facilities, parking, etc., will be consistent with Contractor's Site Logistics Plan. Temporary structures constructed by the Contractor will remain its property and will be removed by Contractor from the site at its own expense, immediately upon completion of the Work, and the site left in a clean and tidy condition.

16.2 Offices. Contractor will provide and maintain for the duration of the Work all temporary structures, offices, equipment, trailers and/or warehouses necessary for performance of the Work. Such facilities will be clearly marked with Contractor's business title or logo, be adequate for the intended purpose, and conform to the requirements of all state and local regulations.

16.3 Electricity. Contractor will provide, maintain, and pay for temporary electrical power necessary for its Work and trailers.

16.4 Communications. Contractor will provide, maintain, and pay for all applicable communications and data service connections for field offices, including all installation and connection charges.

16.5 Water. Contractor will provide, maintain, and pay for all required potable water required for construction field personnel as well as water required for and in connection with the construction operations such as dust control. Unnecessary waste of water will not be permitted. The Contractor must use special hydrant wrenches for opening and closing fire hydrants in lieu of pipe wrenches.

16.6 Temporary Sanitary Facilities. Contractor will provide and maintain temporary toilets and sinks for use of all design and construction personnel and field labor until final



inspection of the Work prior to Final Completion. Location of temporary sanitary facilities will be per the approved Site Logistics Plan. The Contractor will provide at least 1 temporary sanitary facility for every 20 persons. All temporary sanitary facilities will comply with the Department of Health standards.

16.7 Fences. Contractor will provide temporary fencing and gates required for the Project per the Contract Documents. Gates are to remain closed and locked during off-hours.

16.8 Removal. Contractor will remove its temporary utilities, equipment, facilities, and materials before final inspection of the Work and clean and repair any damage caused by installation or use of temporary work restoring existing facilities to their original conditions.

17. CLEAN UP

17.1 General. Throughout construction, the Contractor will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by Contractor's Work. Contractor is responsible for their own dumpsters and off-haul of debris. Off-haul will be performed as often as necessary to maintain site cleanliness. Stockpiled material will be arranged in an organized, professional manner. The District will be the sole judge of whether Contractor is in compliance with these requirements. If the Contractor fails to keep the premises clean as required by this Section 17.1, the District may do so and the cost associated with the clean-up will be at Contractor sole expense.

17.2 Dust Control. Throughout construction operations, Contractor will provide dust control, clean-up and associated with its Work and will coordinate these activities with direct and indirect work areas.

17.3 Final Completion. At completion of the Work, the Contractor is responsible for removing waste materials, rubbish, construction tools and equipment, machinery and surplus materials from and about the Project site. If the Contractor fails to clean up as provided in the Contract Documents, the District may do so and the cost associated with the clean-up will be at Contractor sole expense.

18. AS-BUILT DOCUMENTS

18.1 As-Built Drawings. Contractor will maintain one set drawings applicable to the Work on which the Contractor will record the exact location and elevation of any parts of the Work where locations differ from information shown or that may not have been shown on the original drawings. Before final payment, the Contractor shall deliver such as-built drawings to the AOR for its review, compilation and delivery to District in electronic format.

19. EMPLOYEE RELATIONS

19.1 Nondiscrimination/Equal Employment Opportunity.

19.1.1 Equal Employment. Pursuant to Labor Code section 1735, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, and other Applicable Law, the Contractor and its



Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or disability on this Project. The Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or disability and will comply with the following requirements:

(a) During the performance of the Work, Contractor and its Subcontractors will not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of discrimination.

(b) Contractor will comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.), the regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code sections 11135-11139.5).

(c) Contractor will permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to its books, records, accounts, other sources of information and its facilities as the Department or Agency requires to ascertain compliance with this clause.

(d) Contractor and its Subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

(e) The Contractor will include the nondiscrimination and compliance provisions of this clause in all subcontracts.

19.1.2 Americans With Disabilities Act. Contractor will be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.) and the Architectural Barriers Act Accessibility Standards (ABAAS). All Work will be performed in compliance with ADA regulations.

19.1.3 Small/Minority/Women Owned Businesses. Contractor and its Subcontractors will take affirmative steps to utilize small, minority, and women owned businesses as subcontractors, and for sources of supplies, equipment, materials, and other services. Affirmative steps consist of: (i) including qualified small, minority and women's businesses on solicitations lists; (ii) assuring the small, minority and women's business are solicited whenever they are potential sources; (iii) dividing total requirements when economically feasible into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (iv) establishing delivery schedules, where the requirements of the Work permit, which will encourage participation by small, minority and women's businesses; (v) using the services and assistance of the Small Business Administration and the Minority Business



Development Agency of the U.S. Department of Commerce; (vi) requiring each Subcontractor to take the affirmative steps of this Section 19.1.3 ; and (vii) Contractor is encouraged to procure goods and services from labor surplus area firms.

20. MISCELLANEOUS

20.1 Staff and Stock. The District reserves the right to staff and stock any portion of the Project at any time before Final Completion of the Project, and such activities or use will not constitute acceptance of any part of the Work covered by the Contract Documents.

20.2 Notice of 3rd Party Claims. Pursuant to Public Contract Code section 9201, the District will provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract Documents.

20.3 Change in Name or Legal Entity. If a change in name or nature of the Contractor's legal entity is anticipated, the Contractor will notify the District to ensure that the change will be properly reflected on the Agreement.

20.4 Assignment of Anti-Trust Actions. Pursuant to Public Contract Code section 7103.5 and Government Code sections 4554 and 4553, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor, its Subcontractors offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the Contract Documents or any subcontract or consulting agreement. This assignment will be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

20.5 Prohibited Interests.

20.5.1 Financial Interest. No public official or representative of the District who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, will be or become directly or indirectly interested financially in this Agreement.

20.5.2 Conflict of Interest. District's officers, employees, or agents will not engage in the award or administration of this Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ any of the above, has a financial interest in Contractor. District's officers, employees or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor or its Subcontractors.

20.5.3 Corporate or Financial Affiliation. Contractor will not knowingly contract with a supplier or manufacturer if the District, any individual who prepares Contract Documents,



or any of their respective employees, has a corporate or financial affiliation with the supplier or manufacturer.

20.5.4 No Gratuities. Contractor warrants that it has not offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the District in an attempt to secure this contract or favorable treatment in awarding, amending, or making any determinations related to the performance of the Work under this Agreement. If District finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of District in an attempt to secure this Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of the Agreement, the District may, by written notice to Contractor, terminate this Agreement per Section 16.3. District may also pursue other rights and remedies under Applicable Law.

20.6 Government Healthcare Exclusion. Contractor represents and warrants that as of the Effective Date of this Agreement, and for the duration of the Project that: (a) Contractor is not listed by any federal or state agency as excluded, debarred, or otherwise ineligible for participation in any federal or state health care program, and (b) Contractor will not employ or directly contract with any individual or entity whom Contractor knows or should have known after reasonable inquiry: (i) has been convicted of a criminal offense related to health care, or (ii) is then currently excluded, debarred or otherwise ineligible for participation in any federal or state health care program (unless the individual has been reinstated to participation in Medicare and all other federal and state health care programs after being excluded because of conviction). In furtherance of this requirement, Contractor agrees to make reasonable inquiry as to any existing or prospective employee, agent, or Subcontractor considered for engagement by the Contractor to perform a portion of the Work under the Contract Documents by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG Cumulative Sanction Report monthly with respect to all prospective and current employees, agents, and Subcontractors, and will notify the District immediately in accordance with the notice provisions of the Agreement of any conviction, exclusion, debarment, or ineligibility.

20.7 Project Holidays. The following holidays are non-work days unless District specifically requires the Contractor to perform Work: New Year's Day, Martin Luther King Jr.'s Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and the Friday after Thanksgiving, and Christmas Day.

20.8 Notice of Taxable Possessory Interest. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.





**Construction Contract
EXHIBIT 3 – Construction Documents**

Plans

Sheet No.	Title	Date Issued
CVR	Cover Sheet	12/3/2019
C0.1	Civil Cover Sheet	12/3/2019
C0.2	General Notes	12/3/2019
C0.3	Site Survey	12/3/2019
C1.1	Demolition Plan	12/3/2019
C2.0	Fire Access Plan	12/3/2019
C2.1	Grading Plan	12/3/2019
C3.1	Striping Plan	12/3/2019
C4.1	Erosion and Sediment Control Plan	12/3/2019
C4.2	Erosion Notes and Details	12/3/2019
C5.1	Site Details	12/3/2019
A0.1	Drawing Symbols, Code Analysis	12/3/2019
A1.0	Existing Site Plan	12/3/2019
A1.1	Proposed Site Plan	12/3/2019
A1.3	Site Accessibility Plan	12/3/2019
A1.4	Fire Life Safety	12/3/2019
A1.5	Occupancy & Exiting Plan	12/3/2019
A1.6	Accessibility Floor Plan	12/3/2019
A2.0.0	Existing Plan	12/3/2019
A2.0.1	Demo Plan	12/3/2019
A2.1	Floor Plan	12/3/2019
A2.3	Annotation Plan	12/3/2019
A2.4	Dimensioned Plan	12/3/2019
A2.5	Floor Finish Plan	12/3/2019
A2.6	Equipment Plan / Schedule	12/3/2019
A2.7	Unnamed	12/3/2019
A2.8	Unnamed	12/3/2019
A2.9	Unnamed	12/3/2019
A2.10	Unnamed	12/3/2019
A2.11	Unnamed	12/3/2019
A2.12	Unnamed	12/3/2019
A2.13	Unnamed	12/3/2019
A3.2	Door Schedule/Types	12/3/2019
A3.3	Window Schedule/Types	12/3/2019
A4.1	Building Sections	12/3/2019



A4.2	Enlarged Sections	12/3/2019
A4.3	Partition Types	12/3/2019
A5.0	Reflected Ceiling Plan - Demo	12/3/2019
A5.1	Reflected Ceiling Plan	12/3/2019
A5.2	Suspended Ceiling Details	12/3/2019
A5.3	Typical Ceiling Details	12/3/2019
A6.1	Roof Plan	12/3/2019
A6.2	Roof Details	12/3/2019
A7.1	Exterior Elevations	12/3/2019
A7.2	Exterior Details	12/3/2019
A8.1	Interior Elevations	12/3/2019
A8.2	Interior Elevations	12/3/2019
A8.3	Interior Elevations	12/3/2019
A8.4	Interior Elevations	12/3/2019
A8.5	Interior Elevations	12/3/2019
A8.6	Interior Elevations	12/3/2019
A8.7	Interior Details	12/3/2019
A9.1	Accessibility Details	12/3/2019
A9.2	Casework Details	12/3/2019
S0.01	GENERAL NOTES & ABBREVIATIONS	12/3/2019
S0.02	GENERAL NOTES	12/3/2019
S0.03	GENERAL NOTES	12/3/2019
S1.11	TYPICAL DETAILS - CONCRETE	12/3/2019
S1.12	TYPICAL DETAILS - CONCRETE	12/3/2019
S1.21	TYPICAL DETAILS - STRUCTURAL STEEL	12/3/2019
S1.31	TYPICAL DETAILS - WOOD	12/3/2019
S1.32	TYPICAL DETAILS - WOOD	12/3/2019
S1.33	TYPICAL DETAILS - WOOD	12/3/2019
S1.34	TYPICAL DETAILS - WOOD	12/3/2019
S2.10	FOUNDATION PLAN	12/3/2019
S2.20	ROOF FRAMING PLAN	12/3/2019
S2.21	ROOF DRAG PLAN	12/3/2019
S2.30	ENLARGED FRAMING PLAN & DETAILS	12/3/2019
S3.10	WALL FRAMING ELEVATIONS	12/3/2019
S3.11	FRAMING ELEVS	12/3/2019
S4.10	SECTIONS	12/3/2019
S4.11	SECTIONS	12/3/2019
S5.01	DETAILS - FOUNDATION	12/3/2019
S5.02	DETAILS - FOUNDATION	12/3/2019
S6.01	DETAILS - FRAMING	12/3/2019
S6.02	DETAILS - FRAMING	12/3/2019
S6.03	DETAILS-FRAMING	12/3/2019
S6.04	DETAILS-FRAMING	12/3/2019
S6.05	DETAILS-FRAMING	12/3/2019
FP0.01	FIRE PROTECTION GENERAL NOTES	12/3/2019



FP2.1	FIRE PROTECTION FLOOR PLAN	12/3/2019
M0.01	HVAC LEGENDS AND NOTES	12/3/2019
M0.02	HVAC NOTES	12/3/2019
M0.03	HVAC SCHEDULES	12/3/2019
M0.04	HVAC SCHEDULES	12/3/2019
M0.05	ENERGY COMPLIANCE FORMS	12/3/2019
M0.06	ENERGY COMPLIANCE FORMS	12/3/2019
M0.07	ENERGY COMPLIANCE FORMS	12/3/2019
M0.08	ENERGY COMPLIANCE FORMS	12/3/2019
M1.01	HVAC DEMOLITION PLAN	12/3/2019
M2.00	HVAC AIR BALANCE PLAN	12/3/2019
M2.01	HVAC FLOOR PLAN	12/3/2019
M4.01	HVAC SECTIONS	12/3/2019
M4.02	HVAC SECTIONS	12/3/2019
M4.03	HVAC SECTIONS	12/3/2019
M5.01	HVAC DETAILS	12/3/2019
M5.02	HVAC DETAILS	12/3/2019
M6.01	HVAC CONTROLS	12/3/2019
P0.01	PLUMBING LEGENDS AND GENERAL NOTES	12/3/2019
P0.02	PLUMBING FIXTURE SCHEDULES	12/3/2019
P1.01	PLUMBING DEMOLITION PLAN	12/3/2019
P2.01	PLUMBING FOUNDATION PLAN	12/3/2019
P2.02	PLUMBING FLOOR PLAN	12/3/2019
P5.01	PLUMBING DETAILS	12/3/2019
E1.0	ELECTRICAL TITLE SHEET	12/3/2019
E1.1	ELECTRICAL SCHEDULES	12/3/2019
E1.2	LIGHTING CONTROL SEQUENCE OF OPERATION SCHEDULE	12/3/2019
E2.1	SITE PLAN - ELECTRICAL	12/3/2019
E3.1	DEMOLITION FLOOR PLAN - LIGHTING PLAN	12/3/2019
E3.2	DEMOLITION FLOOR PLAN - POWER & SIGNALPLAN	12/3/2019
E4.1	FLOOR PLAN - LIGHTING	12/3/2019
E5.1	FLOOR PLAN - POWER	12/3/2019
E5.2	FLOOR PLAN - MECHANICAL EQUIPMENT POWER	12/3/2019
E6.1	FLOOR PLAN - SIGNAL	12/3/2019
E6.2	FLOOR PLAN - FIRE ALARM	12/3/2019
E7.1	SINGLE LINE DIAGRAM	12/3/2019
E8.1	PANEL SCHEDULES & LOADS CALCULATIONS	12/3/2019
E9.1	ELECTRICAL DETAILS	12/3/2019
E10.1	ENERGY COMPLIANCE FORMS	12/3/2019
E10.2	ENERGY COMPLIANCE FORMS	12/3/2019
E10.3	ENERGY COMPLIANCE FORMS	12/3/2019
E10.4	ENERGY COMPLIANCE FORMS	12/3/2019



Specifications

Spec Sections	Title	Date Issued
00 01 01 through 33 40 00	Project Manual dated December 9, 2019 prepared by Greenbough Design	12/9/2019

List Documentation Provided By Owner (insert documents by title with date published)

1. Not applicable.



**Mayers Memorial
Hospital District**
Always Caring. Always Here.

**Construction Contract
EXHIBIT 4 – Compensation**

Exhibit 4A: Lump Sum Breakdown

Exhibit 4B: Field Labor Rates for Change Orders (Self Performed Work)

Exhibit 4C: Equipment Rates for Change Orders



HansonBridgett

Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 4: Compensation

Initial: ___/___

EXHIBIT 4A: Lump Sum Breakdown

Spec. Section	Trade	Amount
Div 31	Site Work – Survey/Demolition/SWPPP	\$ 34,066.00
Div 31, 33	Earthwork/Underground Utilities/Baserock	\$ 31,398.00
Div 32	Asphalt Paving/Striping	\$ 33,138.00
Div 03	Site Work Concrete	\$ 61,248.00
Div 32	Site Amenities	\$ 34,831.00
Div 02	Selective Building Demolition	\$ 76,610.00
Div 03	Building Concrete	\$ 83,120.00
Div 22	Under-slab Utilities	\$ 12,153.00
Div 06	Rough Carpentry	\$ 194,899.00
Div 05	Structural Steel	\$ 62,585.00
Div 04, 07	Exterior Cladding-MSV/Siding/Trim Work	\$ 136,459.00
Div 07	Roofing & Seismic Joints	\$ 58,996.00
Div 21, 22	Plumbing & Fire Suppression	\$ 215,933.00
Div 23	HVAC & Sheet Metal	\$ 189,732.00
Div 26, 27, 28	Electrical/Fire Alarm/Low Voltage	\$ 383,317.00
Div 07	Insulation	\$ 21,143.00
Div 09	Gypsum Board Systems	\$ 63,552.00
Div 08	Openings-Doors/Windows/Hardware/Storefront	\$ 101,836.00
Div 06	Casework/Counter-tops/Millwork	\$ 76,471.00
Div 09	Painting	\$ 43,142.00
Div 09	Floor/Wall/Ceiling Coverings	\$ 80,787.00
Div 10, 12	Building Amenities/Equipment/Signage	\$ 37,584.00
	Total Lump Sum Price	\$2,033,000.00
	Two Million Thirty-Three Thousand Dollars	

Lump Sum Price includes the cost for all labor, materials, tools, equipment, services, and appurtenances necessary for proper completion of the Work in accordance with the Contract Documents as defined in the Agreement including all insurance, taxes, general conditions, general requirements, and contingency. Allowance items, if any, are identified on a separate line item in the Lump Sum Price Breakdown.

Unit Pricing: The following unit pricing includes the cost for all labor, materials, equipment, and mark-ups for overhead, profit, and escalation will be made part of the Agreement.

1. Removal and replacement of concrete paving per Sheets C1.1 and C2.1.

Add: \$600.00 per cubic yard

2. Removal and replacement of asphalt paving per Sheets C1.1 and C2.1.

Add: \$550.00 per cubic yard



**EXHIBIT 4B: Field Labor Rates for Change Orders
(Self Performed Work)**

Field Labor Rates. Hourly labor rates include base wage, union fringes & benefits (health & welfare, pension, holidays & vacation), required training programs and union dues, taxes (FICA, FUI & SUI), and insurance (workers' compensation and liability).

Listed rates should not include costs for fuel, vehicles, travel expenses, computers, software fees, miscellaneous small tools, miscellaneous materials, over-head, profit or employer employee incentives in labor rates. Listed rates shall be based on the Bidder's current wage agreement period. If current wages are subject to increase; list the percentage of net increase expected for each labor category and the effective/end date of increase. The rates table below may be retyped in the same form as provided if additional space is needed for different labor categories (e.g. Carpenters, Laborers, Operating Engineers, etc.)

Labor Category	Straight Time	Time and One Half	Double Time
OPERATING ENGINEER	\$90.64	\$117.38	\$144.10
CARPENTER	\$89.42	\$115.66	\$141.88
CEMENT MASON	\$77.39	\$100.03	\$122.67
LABORER	\$67.72	\$86.42	\$105.12



EXHIBIT 4C: Equipment Rates for Change Orders

Type of Equipment	Rental Charge			Duration
	Hourly	Daily	Monthly	
CAT 320L Excavator	\$120.00	\$950.00	\$8500.00	4 HR MIN
CAT 950 Front-End Loader	\$95.00	\$750.00	\$6600.00	4 HR MIN
CAT TLC943C Telehandler	\$65.00	\$500.00	\$3850.00	4 HR MIN
CAT 259D Skidsteer	\$45.00	\$350.00	\$3000.00	4 HR MIN
CAT 305.5 Excavator	\$50.00	\$400.00	\$6600.00	4 HR MIN
Case 570N EP Float Tractor	\$60.00	\$450.00	\$3500.00	4 HR MIN
Case DV204 DD Roller	\$40.00	\$300.00	\$2700.00	4 HR MIN
2012 Peterbuilt Dump Truck	\$110.00	\$800.00	\$6600.00	4 HR MIN
2015 FREIGHTLINER 2500g WT	\$75.00	\$600.00	\$4100.00	4 HR MIN



**Mayers Memorial
Hospital District**
Always Caring. Always Here.

**Construction Contract
EXHIBIT 5 – Schedule**

(Contractor to attach Schedule)



EXHIBIT 5 - Schedule

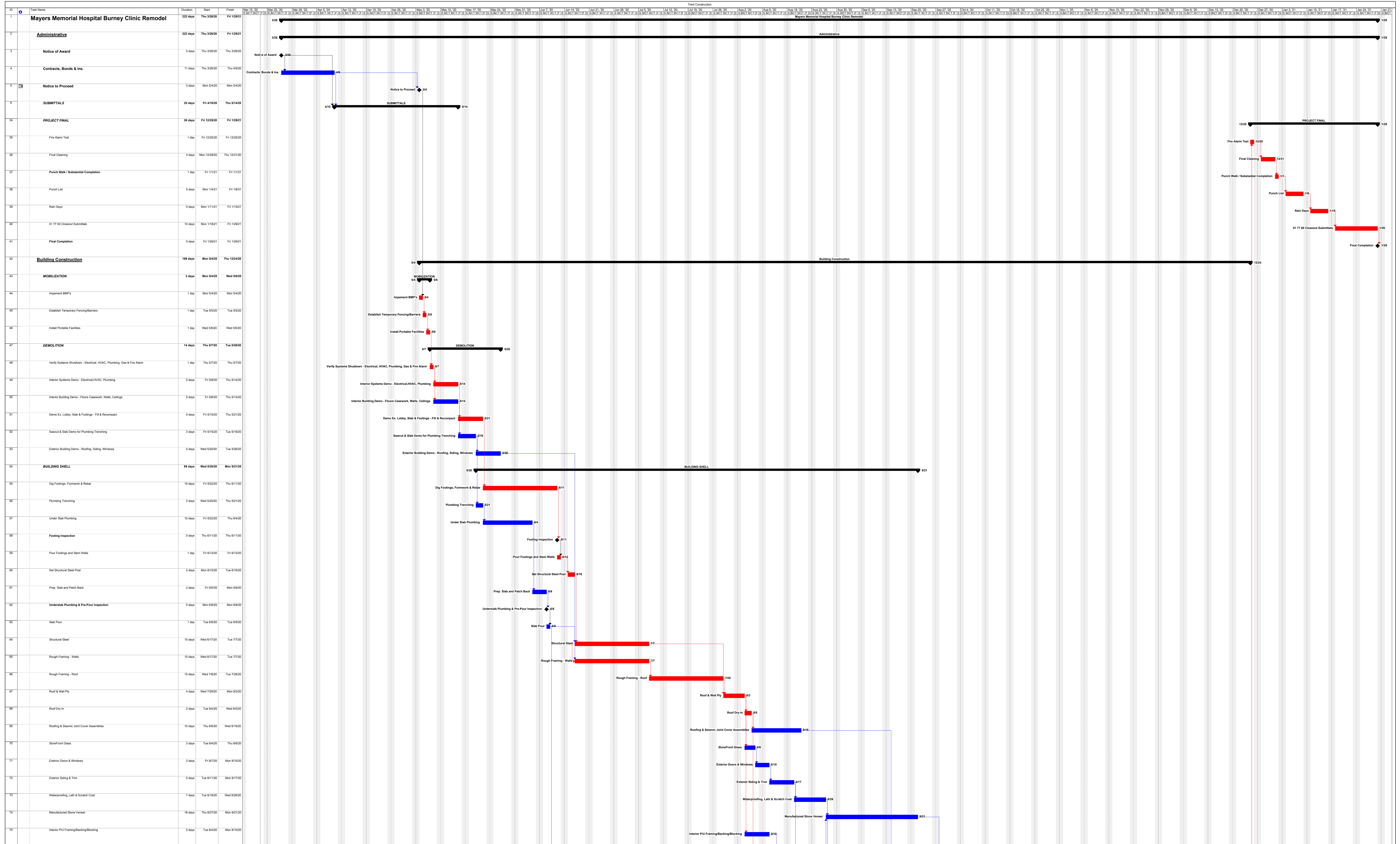


EXHIBIT 5 - Schedule

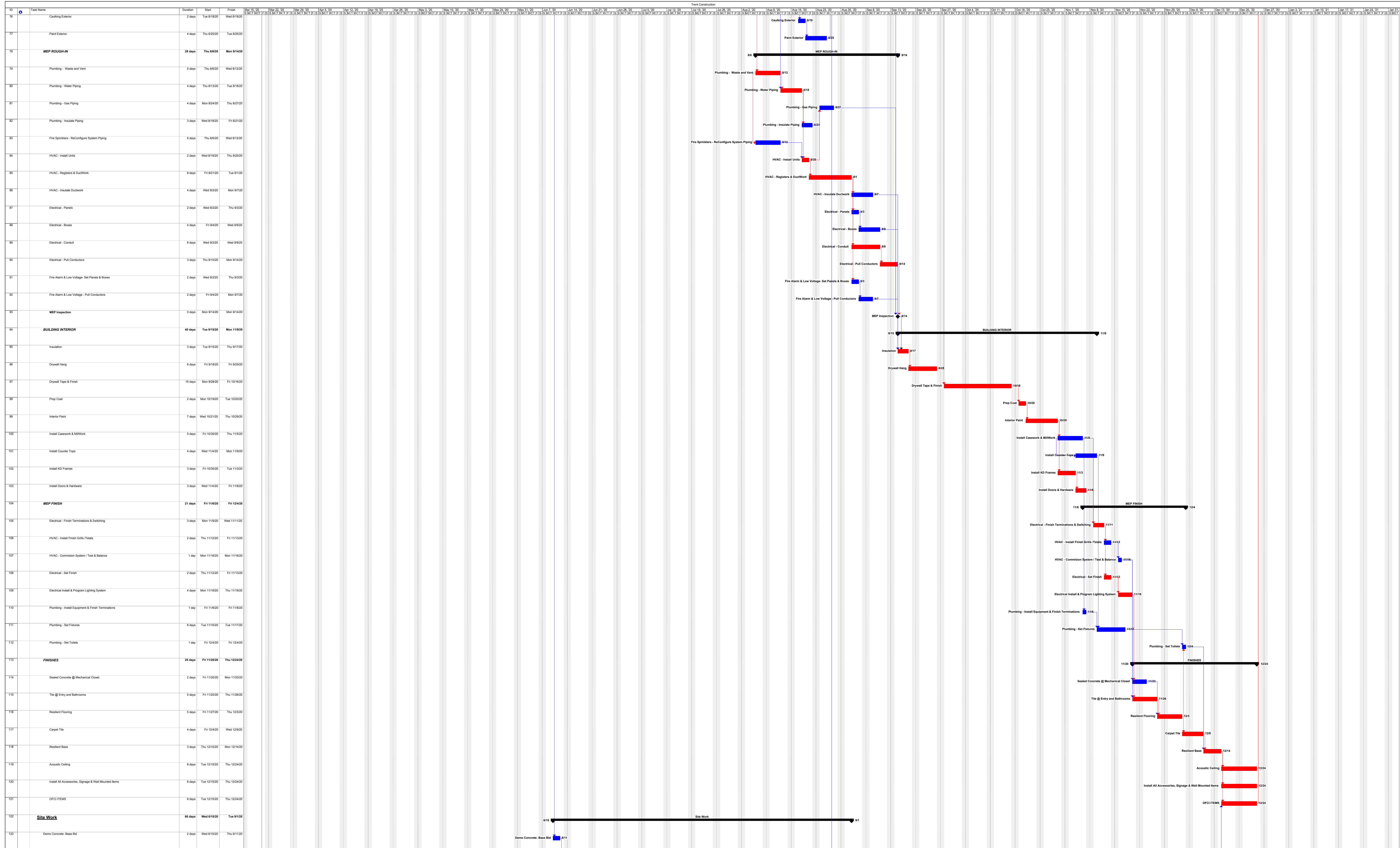
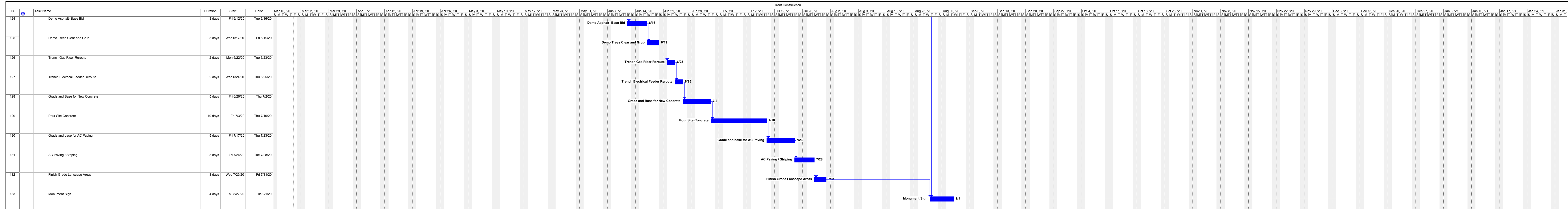


EXHIBIT 5 - Schedule





**Mayers Memorial
Hospital District**
Always Caring. Always Here.

**Construction Contract
EXHIBIT 6 – Insurance and Bonding**

Exhibit 6A: Contractor's Insurance Requirements

Exhibit 6B: Bid Bond (Exhibit 2 from Bid Form)

Exhibit 6C: Payment and Performance Bond

Exhibit 6D: District's Project Insurance Requirements

Exhibit 6E: Non-Collusion Affidavit (Exhibit 3 to the Bid Form)



HansonBridgett

Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 6: Insurance and Bonding

Initial: ___/___

EXHIBIT 6A: Contractor's Insurance Requirements

1. MINIMUM COVERAGES. Contractor must obtain and maintain the insurance coverage pursuant to the terms in this Exhibit 6A, in the minimum amounts specified in the Key Business Terms Sheet of the Agreement, and will require its Subcontractors to maintain similar insurance coverage at appropriate limits and as required by this Exhibit per Section 2.4.2.

2. GENERAL PROVISIONS

2.1 Term of Insurance Policies. All liability insurance must be in force prior to any Work under this Agreement. Commercial general liability and excess liability coverage must be maintained and in force for 10 years following Final Completion. Contractor's pollution liability coverage must be maintained and in force for 10 years following Final Completion. Workers compensation, automobile liability, and tools and equipment insurance must be in force from the inception of this Agreement through Final Completion.

2.2 Qualifications and Rating. All insurance must be placed with insurers that are admitted or licensed to issue insurance in the State of California. All insurers must maintain an A.M. Best rating of at least A- VII.

2.3 Standard Forms. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of the Insurance Service Office (ISO) policies, forms, and endorsements in effect when this Agreement is executed.

2.4 Insurance Certificates and Copies of Policies. Prior to commencing any Work under this Agreement, the Contractor will provide the District Representative with insurance certificates and endorsements reflecting the insurance required by this Agreement and specifically naming the additional insureds set forth in Section 2.4.1. Upon written request, Contractor will provide District with complete and certified copies of the insurance policies required by this Agreement. Receipt of insurance certificates and endorsements is a condition precedent to commencement of the Work, a receipt of insurance certificates, endorsements, or copies of policies without objection by the District does not constitute acceptance or approval of insurance or relieve the Contractor from its obligations to provide the required insurance under this Exhibit 6A.

2.4.1 Mayers Memorial Hospital District, and its respective officers, board members, directors, successors, assigns, employees, and inspectors must be named as additional insureds on all required commercial general liability, Contractor's pollution liability, and automobile liability policies for Work performed under or incident to this Agreement. If the additional insured has other insurance applicable to the loss, it will be on an excess or contingent basis.

2.4.2 Subcontractors will be required to carry workers compensation, commercial general liability, automobile liability, and tools and equipment coverage with the same minimum limits covering their respective portions of the Work. Design-build subcontractors, if any, will carry professional liability insurance with limits of \$1 million per claim and \$2 million in aggregate. Excess liability coverage should be not less than \$2,000,000, and contractor's pollution liability coverage should be not less than \$1,000,000 per claim and in aggregate depending on Subcontractor's portion of the Work. Subcontractors will deliver

Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 6A: Contractor's Insurance
Requirements



certificates of insurance and required endorsements to the Contractor with a copy to the District's Representative before commencing any portion of Work in connection with this Project. Contractor, through written subcontracts, will pass-through: (i) additional insured provisions set forth in Section 2.4.1 and must include Contractor as an additional insured; and (ii) the waiver of subrogation provisions set forth in Section 2.6. Contractor will ensure that the certificates of insurance and endorsements indicate that Subcontractors are in compliance with the insurance limits indicated in their respective agreements.

2.5 No Reduction, Modification or Cancellation of Coverage. No insurance required by this Agreement or any subcontract may be reduced in coverage, modified or cancelled (except cancellation for non-payment of premium) without 30 days written notice to District. All policy renewals during the term specified in Section 2.1 must be equal, or better, in terms and limits.

2.6 Primary Insurance. All liability policies required by this Exhibit 6A are primary and non-contributory to any similar insurance maintained by the District or its inspectors for their own respective benefit.

2.7 Waivers of Subrogation. Contractor and its Subcontractors waive all rights against the additional insureds identified under Section 2.4.1 for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the Work, except such rights as Contractor or its Subcontractors may have to the proceeds of the insurance. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. This waiver does not apply to faulty workmanship. If any applicable policies of insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of those policies will cause them to either provide a "blanket waiver" endorsement or a subrogation endorsement that includes the name of the Project and the location of the Project site.

2.8 Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions are the sole responsibility of the first named insured and are not reimbursable by the District.

3. SPECIFIC PROVISIONS APPLICABLE TO ALL REQUIRED INSURANCE POLICIES.

3.1 Workers Compensation. Coverage will include insurance as required by California state law and employer's liability coverage per the limits set forth in the Key Business Terms Sheet.

3.2 Commercial General Liability (CGL). Project specific, primary CGL coverage must be issued on policies at least as broad as ISO form CG 12 04 with combined single limits and excess coverage in the amounts listed in the Key Business Terms Sheet. Limits may be met by a combination of primary limits and excess coverage. The insurance must cover all operations of the Contractor and its Subcontractors, suppliers, and equipment vendors and must include, but is not limited to: (i) premises, operations and mobile equipment liability; (ii) completed operations and products liability; (iii) contractual liability for liability assumed under



this Agreement; (iv) broad form property damage liability; (v) medical and personal injury liability including coverage for sickness and death; (vi) explosion, collapse, and underground hazards; (vii) personal and advertising injury; (viii) severability of interests; (ix) pollution; and (x) cross-liability.

3.3 Excess Policies. Umbrella/excess policies must be following form or written on policies with coverage at least as broad as each and every one of the underlying policies, including completed operations and contractual liability, with limits as stated in the Key Business Terms Sheet.

3.4 Pollution Coverage. Contractor will provide contractor's pollution liability coverage that includes first and third party liability with limits as set forth in the Key Business Terms Sheet. Contractor will cause its Subcontractors to carry pollution liability coverage with appropriate limits based on their respective portions of the Work. If pollution coverage is claims-made, the retroactive date will be prior to the commencement of the Work performed under the Agreement and maintained for 10 years after Final Completion. Unless otherwise approved by the District, the policy will provide the following: (a) inclusion of contractual liability coverage; (b) inclusion of hazardous transporters pollution liability coverage; (c) no limitation or exclusion for claims by one insured party against another insured; (d) severability of interests; (e) natural resource damages coverage; and (f) mold coverage.

3.5 Automobile Liability. Commercial Automobile Liability Insurance must be issued on policies at least as broad as ISO Form CA 00 01, CA 00 05, CA 00 12 or CA 00 20 and must cover accidents occurring on-site and off-site with each accident and excess limits as stated in the Key Business Terms Sheet. This insurance must apply to all owned, leased, non-owned or hired vehicles to be used by the insured in performance of its obligations under this Agreement. The insurance must include uninsured and underinsured coverage and any statutorily required "No Fault" benefits.

3.6 Tools and Equipment. With respect to Contractor's operations, it will purchase, maintain and pay for all-risk contractor's equipment floater on all machinery, tools, equipment and other similar property in an amount at least equal to their fair market value and any deductible will be paid by the Contractor. This insurance coverage will be the sole and complete means of recovery for any loss on machinery, tools, equipment, and other similar property.

3.7 Occurrence Basis. All commercial general liability, commercial automobile liability and any umbrella/excess policies must be written on an occurrence basis.

4. MISCELLANEOUS

4.1 Evidence Prior to Final Payment. Prior to receipt of final payment under the Contract Documents, the Contractor and its Subcontractors must provide evidence that their respective insurance coverages are effective, as required by this Exhibit 6A.

4.2 Additional District Remedy. If the Contractor does not comply with the requirements of this Exhibit, the District may provide insurance coverage to protect the District and additional insureds and back-charge Contractor for the cost of that insurance.



4.3 Insurance Does Not Limit Liability. Insurance coverage maintained by the Contractor and its Subcontractors does not limit the extent of liability or indemnity of the Contractor or Subcontractors under the Contract Documents or Applicable Law.

4.4 Modifications Only in Writing. The coverage and limits of insurance required by this Exhibit may not be altered, modified, or changed except as expressly agreed to in writing. No course of dealing or acceptance of certificates or policies will constitute a waiver of any of these insurance requirements.



EXHIBIT 6B: Bid Bond

(Attach from Exhibit 2 to the Bid Form)



Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 6B: Bid Bond

Initial: ___/___

EXHIBIT 6B: Bid Bond

EXHIBIT 2: BID BOND

KNOW ALL BY THESE PRESENTS:

That the undersigned TRENT CONSTRUCTION as Principal and the undersigned as Surety are held and firmly bound unto the Mayers Memorial Hospital District as obligee, in the penal sum of ^{TEN PERCENT TOTAL} ~~\$~~ AMOUNT BID (10%) dollars, which is 10% of the total lump sum price (bid) of the Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated March 11, 2020, for the Burney Rural Health Clinic Remodel, General Contracting Services.

If the Principal does not withdraw its bid within the time specified in the Request for Bid; and if the Principal is awarded the Construction Contract and provides all documents to the District as required by the Contract Documents as defined in the Construction Contract; then this obligation will be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents will affect its obligation under this bond, and Surety waives notice of any changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety will pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under seal this 8TH day of MARCH, 2020, the name and corporate seal of each corporation.

(Corporate Seal)



(Attach Attorney-in-Fact Certificate)

TRENT CONSTRUCTION
Principal
By [Signature]
Title President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety
By [Signature]
Attorney-in-Fact
Title BOBETTE WINTON ATTORNEY-IN-FACT

Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 6B: Bid Bond

EXHIBIT 6B: Bid Bond

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of SHASTA

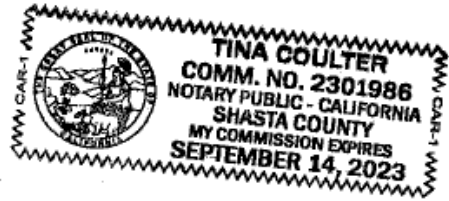
On MARCH 6, 2020 before me, TINA COULTER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared BOBETTE WINTON ~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



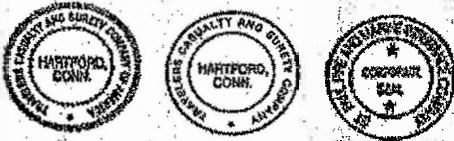


Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Bobette Winton of Reading their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 1st day of February, 2017.



State of Connecticut

City of Hartford ss.

By: [Signature]
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetraault
 Marie C. Tetraault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of MARCH, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3380.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

EXHIBIT 6C: Payment and Performance Bond

**PAYMENT BOND
(To Be Completed Before Execution)**

BOND NO. 1 072197 4
AMOUNT: \$ 2,033,000.00

KNOW ALL MEN BY THESE PRESENTS, that TRENT CONSTRUCTION hereinafter called the PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation duly organized under the laws of the State of CONNECTICUT, having its principal place of business at ONE TOWER SQUARE HARTFORD, CT 06183 in the State of CONNECTICUT, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto Mayers Memorial Hospital District hereinafter called the OBLIGEE, in the sum of TWO MILLION THIRTY THREE THOUSAND DOLLARS AND ZERO CENTS (\$ 2,033,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Lump Sum Agreement with the OBLIGEE for the construction of the Burney Rural Health Clinic Remodel and said PRINCIPAL is required under the terms of the Lump Sum Agreement to furnish a bond securing payment of claims to which reference is made in Section 9554 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons entitled to make a claim under Section 9100 of the Civil Code, or any amounts due to union trust funds for labor performed under the Lump Sum Agreement, or any amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Lump Sum Agreement, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to Work and labor, the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, reasonable attorney's and expert witness fees, to be fixed by the court.

This bond will inure to the benefit of any of the persons entitled to make a claim under Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.


This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including changes, alteration, or modification for the Work per Section 8152 of the Civil Code.

The SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents, as defined in the Lump Sum Agreement (inclusive of all Exhibits), which is incorporated herein, or to the Work to be performed, or to the Construction Documents incorporated therein will impair or affect its obligations and its bond. The SURETY waives notice of any such change, extension of time, alteration or addition.

EXHIBIT 6C: Payment and Performance Bond


IN WITNESS WHEREOF the above-bound parties have executed this instrument this 31ST day of MARCH, 2020 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PRINCIPAL TRENT CONSTRUCTION

BY: 

Kendel Trent, President

SURETY TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY: 

BOBETTE WINTON ATTORNEY-IN-FACT

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

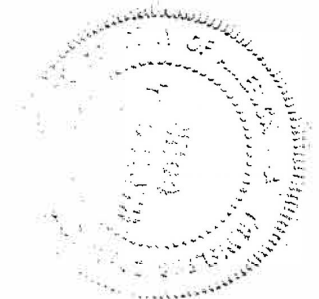


EXHIBIT 6C: Payment and Performance Bond

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Shasta

}
} ss.
}

* See attached

On _____ before me, (here insert name and title of the notary), personally appeared _____

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

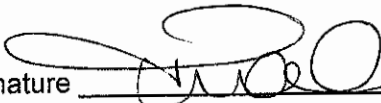
State of California
County of SHASTA)

On MARCH 31, 2020 before me, TINA COULTER, NOTARY PUBLIC
(insert name and title of the officer)

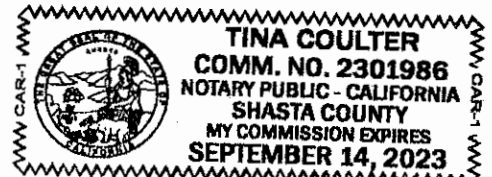
personally appeared BOBETTE WINTON
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Bobette Winton of Redding California their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
 City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021



Marie C Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of MARCH, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

EXHIBIT 6C: Payment and Performance Bond**PERFORMANCE BOND (To Be Completed Before Execution)**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, Mayers Memorial Hospital District ("District") has entered into a Lump Sum Agreement with TRENT CONSTRUCTION, ("Contractor") for construction of the Burney Rural Health Clinic Remodel ("Project").

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project as defined in the Lump Sum Agreement (inclusive of Exhibits), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required under the terms of the Lump Sum Agreement to furnish a bond for the faithful performance of the Work in accordance with the Contract Documents.

NOW, THEREFORE, we, TRENT CONSTRUCTION, the undersigned Contractor and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of TWO MILLION THIRTY THREE THOUSAND DOLLARS, (\$2,033,000.00), the sum being not less than one hundred percent (100%) of the total amount of the Work, to be paid to the District or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor, or its heirs, executors, administrators, successors, or assigns approved by the District, will promptly and faithfully perform the covenants, conditions and agreements set forth in the Contract Documents and any alteration made in the Work as provided by the Contract Documents; on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and will faithfully fulfill all obligations including the express warranty of all materials, equipment, and workmanship; and will indemnify and save harmless Mayers Memorial Hospital District, its board of directors, officers and agents, partners, members, and affiliates as stipulated in the Contract Documents, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

No extension of time, change, alteration, modification or addition to the Contract Documents or of the Work will release or exonerate the Surety on this bond or in any way affect the obligation of this bond; and surety waives notice of any extension of time, change, alteration, modification, or addition.

As a condition precedent to the satisfactory completion of the Contract Documents, the above obligation will hold good for a period of 1 year after Final Completion of the Work during which time Contractor remains obligated to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials, equipment, or faulty workmanship. The obligations of Surety hereunder will continue so long as any obligation of Contractor remains. Nothing herein will limit the District's rights or the Contractor's or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.



HansonBridgett

Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 6C: Payment and Performance Bond

Initial: ___/___

EXHIBIT 6C: Payment and Performance Bond

Whenever Contractor will be, and is declared by the District to be, in default under the Contract Documents, the Surety will remedy the default pursuant to the Contract Documents, or will promptly do one of the following, at the District's option:

- (1) Undertake through its agents or independent contractors, reasonably acceptable to the District, to complete the Work in accordance with all terms and conditions in the Contract Documents, including without limitation, all obligations with respect to payments, warranties, guarantees, and liquidated damages; or
- (2) Permit the District to complete the Work in any manner consistent with California law and reimburse the District for all costs it incurs in completing the Project, including but not limited to liquidated damages, and in correcting, repairing or replacing any defects in materials, equipment or workmanship, which do not conform to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety will not utilize Contractor in completing the Work or accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Work.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Work on this Project, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District's rights against the others.

No right of action will accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

If a suit is brought upon this bond by the District, Surety will pay all reasonable attorney's and expert witness's fees and costs incurred by the District in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this 31ST day of MARCH, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

Contractor

By: TRENT CONSTRUCTION

[name] 

By:

[name] *Kendel Trent, President*

SURETY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: 

Attorney-In-Fact BOBETTE WINTON

Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 6C: Payment and Performance Bond

EXHIBIT 6C: Payment and Performance Bond

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$17,721.00

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE HARTFORD CT, 06183

(Name and Address of Agent or Representative for service of process in California, if different from above)

NOR CAL PACIFIC INSURANCE SERVICES

850 REMOR STREET REDDING, CA 96002

(Telephone number of Surety and Agent or Representative for service of process in California)

1-530-221-2300



Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 6C: Payment and Performance Bond

Initial: /

EXHIBIT 6C: Payment and Performance Bond

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Shasta

)
) ss.
)

** See attached*

On _____ before me, (here insert name and title of the notary), personally appeared _____

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

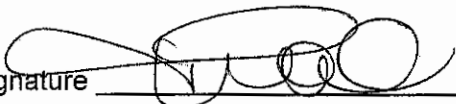
State of California
County of SHASTA)

On MARCH 31, 2020 before me, TINA COULTER, NOTARY PUBLIC
(insert name and title of the officer)

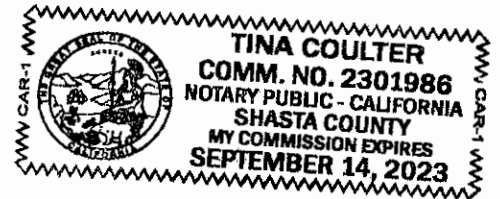
personally appeared BOBETTE WINTON
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Bobbette Winton of Redding California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: [Signature]
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

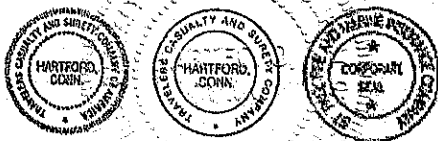
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of MARCH, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

EXHIBIT 6D: District's Project Insurance Requirements

1. BUILDER'S RISK

1.1 Builder's Risk. The District will obtain and maintain in force during the term of this Agreement a builder's risk insurance policy separate from Contractor's other insurance, which will insure against physical loss and/or damage on an "all risks" replacement cost basis to buildings, structures, materials and real property on site, which are intended to be, or have already been incorporated into and forming part of the Work. The builder's risk policy must be purchased and maintained by a company or companies lawfully authorized to do business in the State of California and written on a replacement cost basis. This property insurance will be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, from commencement of the Work until the later of either Final Completion, or when no entity other than the District has an insurable interest in the covered property. This insurance will include the interests of the District, Contractor and its Subcontractors performing Work. The Builder's Risk policy will not include earthquake coverage.

1.2 Loss of Use Insurance. District, at District's option, may purchase and maintain the insurance that will insure District against loss of use of District's property due to fire or other hazards, however caused. The existence of insurance benefiting District will not affect Contractor's or its Subcontractors' obligations to perform the Work in accordance with the Contract Documents.

1.3 Loss Adjustment. The District has the sole right and power to adjust and settle a loss with its insurers, subject to the dispute resolution procedures set forth Article 15 of the Agreement, and any settlement payments will be made payable to the District as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause or clauses with respect to the District's property damage. The policy will also provide for the recovery by the Contractor of reasonable costs incurred to repair and/or replace damaged property. Upon the occurrence of an insured loss or claim of loss, monies received will be held by District who will make distribution in accordance with an agreement to be reached in such event between District and Contractor. The Contractor will pay Subcontractors their just shares of insurance proceeds received by the Contractor and will require Subcontractors to make payments to their tier-subcontractors in similar manner. The District will pay all deductibles in connection with the loss or claim against the builder's risk insurance unless the event arose from a negligent act, error, or omission of the Contractor, its Subcontractors, or anyone for whom Contractor is liable..

1.4 Partial Occupancy. If applicable, partial occupancy or use of the Project in accordance with the Agreement will not start until the property insurer(s) have consented to the partial occupancy or use. The District and Contractor will take reasonable steps to obtain consent of the property insurer(s) and will take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

2. OTHER COVERAGES

2.1 Property Insurance. The District will maintain property insurance during the course of the Project.



EXHIBIT 6D: District's Project Insurance Requirements

2.2 **Pollution Insurance.** The District will maintain premises pollution liability coverage.





**Mayers Memorial
Hospital District**
Always Caring. Always Here.

**Construction Contract
EXHIBIT 7 – District Provided Information**

Exhibit 7A: Separate Consultants and Separate Contractors



HansonBridgett

Burney Rural Health Clinic Remodel
Construction Contract
Exhibit 7: District Provided Information

Initial: ___/___

Exhibit 7A: Separate Consultants and Separate Contractors

Name of Entity	Discipline of Type of Service
Greenbough Design	Architect
Warren Consulting Engineers, Inc.	Civil Engineer
Applied Testing Consultants	Testing and Inspection





**Mayers Memorial
Hospital District**
Always Caring. Always Here.

**Construction Contract
EXHIBIT 8 – Disclosure of Government Positions**

See attached form.





Mayers Memorial Hospital District
Always Caring. Always Here.

RESOLUTION NO. 2020-07

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF MAYERS MEMORIAL HOSPITAL DISTRICT**

Awarding Contract for Burney Rural Health Clinic Remodel

WHEREAS, Mayers Memorial Hospital District (MMHD) issued RFB for the remodel of Burney Rural Health Clinic and three qualifying responses were received; and

WHEREAS, MMHD Chief Operating Officer and staff recommended to the Board of Trustees the award of contract for Burney Rural Health Clinic remodel to Trent Construction Company of Gerber, California in the amount of \$2,033,000.00;

NOW, THEREFORE BE IT RESOLVED that the MMHD Board of Trustees authorizes award of contract to Trent Construction Company of Gerber, California in the amount of \$2,033,000.00 for the Burney Rural Health Clinic Remodel project.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22nd day of April, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

Beatriz Vasquez, President
Board of Trustees, Mayers Memorial Hospital District

ATTEST:

Jessica DeCoito
Clerk of the Board of Directors

Capital Expenditure Plan
(Tool for Grant Planning AND Equipment Acquisitions)

Department	Current Manager:	Item Description	Priority	Estimate	Status	Possible Funding Source	Submit Date	Board Reviewed	Notes
Acute	Theresa Overton	Bladder Scanner					12/20/2017	12/20/2017	12/19: Theresa has no new info--she will discuss w/Candy. Quote pending.
		WOWs (OPM, OPT Surgery, Acute)					2/19/2019		1 Floor/1 OPM - 2 more needed
		New Call System	High	\$500,000.00	PLANNED	partial \$28K NHW/\$45K	3/1/2016	11/30/2016	\$345K* funding needed
Administration	Louis Ward	HVAC units (24 units)	High	\$3,000,000.00			2/11/2015	3/25/2015	\$2-\$4 million.
		Electronic Sign (Front of FR)	PLANNED	\$8,000.00		NHW Budget	2/16/2015	3/25/2015	NHW Project
		OSHPD 3 Code Compliance OP Clinic Burney	High	\$2,000,000.00		In process	2/11/2015	3/25/2015	\$2M-\$4M: \$1.5 CHFFA Loan 2% 20 years; balance funding needed.
Cardiac Rehab	Trudi Burns								
Food & Nutrition	Susan Garcia	3-compartment sink (FRM)	Medium	\$8,000.00			11/21/2019		Efficiency, safety (santitize), workflow,
		Dishwasher	Low	\$15,000.00			6/15/2011	6/27/2012	Needed for Burney facility.
		Plate warmer (2)	Med	\$12,000.00			6/15/2011	6/27/2012	1 FRM/1 Burney (\$12K for both)
		Food Tray Delivery Carts (2)	High	\$13,000			10/10/2016	11/30/2016	1 Burney/1 FRM
		Shelving Racks	High	\$9,000.00			10/10/2016	11/30/2016	Need for both Burney and Fall River facilities
		Emergency Food Supplies (20-25 year shelf life)	High	\$30,000.00			Grant denied '19.	10/24/2018	FRM & Burney Facilities (\$30K for both).
		Walk in Refrigerator (FRM)	High	\$11,000.00			10/10/2016	11/30/2016	Safety (flooring), more and efficient storage.
		Freezer	Low	\$24,000.00			10/10/2016	11/30/2016	Needed for both Burney* (1st) and FR (2nd): more storage, efficiency, safety
Emergency	JD Phipps								
Environmental Services	Sherry Rodriguez	Rubbermaid high security cart	Medium	\$3,000.00			11/21/2019		Housekeeping carts more secure (6 needed)
HR	Libby Mee								
Imaging	Alan Northington	Stellant-Medrad Injection System (CT Unit)	Low	\$27,717.00	Research		12/2/2019		Quote rcvd: 12.2.19 Now only single barrel; dual-head injector less contrast (saline & ___)...quality patient care. Many kidney pts (contrast hard on kidneys).
		Point Click Care ??	High	\$25,000.00			6/27/2017	12/20/2017	?? Project deferred to IT 2.11.19
		Paragon Interface ??		\$10,000.00			6/27/2017	12/20/2017	?? Project deferred to IT 2.11.19
		C-Arm (Portable) (digital vs analog)	High	\$169,000.00			10/15/2015	12/16/2015	Planned; NHW, clinic outpatient, ED, surgery, etc.
Infection Control	Dawn Johnson								
IT	Ryan Nicholls	HIPAA security data destruction:		\$11,100.00			12/5/2019		Garner HD-2XT Hard Drive Degausser – erases data off drives \$3695. Garner PD-5 Solid State and Flash Destroyer – data disk and media destruction NSA compliant \$7395Prices from-https://www.markertek.com/
		SIEM (Security Information & Event Mgmt) Tool	Medium						AlienVault (now AT&T Cybersecurity) vendor; "Regular" plan @ \$1695/mo + install and training. https://cybersecurity.att.com/pricing
Laboratory	Chris Hall	Interface for Microscan Analyzer to Paragon	High	\$7,000.00			10/14/2016	11/30/2016	Will verify cost
Facility Operations	Alex Johnson	Keypad/Access Control Exterior Door Locks / FRM	Medium	\$30,000.00			10/10/2016	11/30/2016	\$17,500 each (FRM & Burney done \$30K)
		New Vacuum Pump System	High	\$10,000.00			10/10/2016	11/30/2016	Project pending completion of NHW.
		Resurface Parking Lot in Burney	High	\$200,000.00			10/10/2016	11/30/2016	With new clinic project in Burney. \$175K-\$250K
		New Boilers in Burney (need 2)	Low	\$5,000.00			10/10/2016	11/30/2016	Heats water - needs replaced. Better efficiency.
Outpatient	Michelle Peterson	Curtain Upgrade - Patient Rooms (Infection Control)					11/21/2019		
		Wound & Skin Assessment Tool (hardware/software)	Medium	\$35,000.00		Donor-Advised	11/21/2019		Advanced, intuitive, and affordable technology for better wound care and patient outcomes. Hardware/Software solutions that streamline workflows and evaluate treatment effectiveness
		Vitals Machine (1)	Medium	\$3,500.00			11/21/2019		

Capital Expenditure Plan
(Tool for Grant Planning AND Equipment Acquisitions)

Pharmacy	Keith Earnest	PCA	Low-Med	\$3,000.00			11/12/2015	12/16/2015	Below capital threshold amount.	
Physical Therapy	Daryl Schneider	Pathway EMG Trainer (Muscle Biofeedback)	Medium	\$1,295.00			12/15/2017	12/20/2017		
		Lite Gait Trainer (to assist in unweighting pts to work on walking)	High	\$17,960.00		Grant Pending	4/18/2019		SNF, outpatients, acute	
		NuStep T4R (Burney Annex SNF)	Medium	\$4,160.00			4/18/2019			
Quality	Jack Hathaway	McKesson InterQual Quality Software & Training	High	\$85,000.00			10/10/2016	11/30/2016		
Respiratory		Philips Respironics V60 BIPAP	Medium	\$16,000.00			11/28/2017	12/20/2017		
Skilled Nursing	Diana Groendyke	Recliner Chairs (Burney x 4)	Low	\$1,596.00		Possible donor-advised	6/27/2012	6/27/2012	Need 4 @ cost of \$500/ea.	
		Vera Sabina Patient Lift(s) - used daily (up to 350# passive)	High	\$1,500.00		Possible donor-advised	6/27/2012	6/27/2012	List \$4,810. LIKO (HillRom) Sabina 2 (need 1-2/1 B&1 FRM)	
		Hoyer Lift (up to 500#)	High	\$6,512.00			4/14/2020		1 Lift (Burney)	
		EverFlow Concentrators	High				4/14/2020		4 - 5 liters \$835/	
		ADA Compliant Automatic Doors/Burney	Medium				3/25/2015	3/25/2015	Verified need RH/4.14.20.	
		SNF Refresh Décor Project (FRM)				In Process	MHF Funds/District	12/20/2017	12/20/2017	Winter maintenance project
		Resident Room Decor: Privacy curtains, window blinds	Medium				6/27/2017	12/20/2017	(49 beds/preferred color greens, creams)	
		Automatic Vital Cart (2 Burney)	High	\$7,000.00			Possible grant	6/27/2017	12/20/2017	\$3500 each
		Portable Hepa-Care Filter Systems (1 or more)	High	\$4,158.00			Possible grant	4/22/2018		Manufacturer (Abatement Technologies) is \$4,158./Have 1 @ each facility
SNF - Activities	Sondra Camacho	SNF Activities (TBD)								
		I-Pad Nanos (10) - Activities (SNF Residents)		\$1,400.00			6/27/2017	12/20/2107	\$140 each/Check w/Sondra	
Clinical Education / Staff Development	Brigid Doyle									
Safety/EP	Val Lakey	Emergency Preparedness/Safety		\$6,000.00		District Budget	5/24/2018	10/24/2018	Project approved in budget.	
Surgery	Stacie Warnock	Flooring	High	\$30,000.00			6/27/2017	12/20/2017	Ryan has quote	
		Stryker Refurb Insufflator & Refurb Cameras & New Light Sou	High	\$86,778.49			10/8/2018	10/24/2018	General & orthopedic surgeries	
		Stryker Ortho Power System w/Battery Pack (New)	High	\$37,085.90			10/8/2018	10/24/2018	Ortho only surgeries	
		(2) DPM-6 Cardiac Monitors	High	\$19,600.00			10/2/2013	3/25/2015	need one for each room - already have 2	
Telemedicine	Amanda Harris	COVID-19 Telehealth (services/devices/equipment)				4/13/2020				

Updated: 4/13/2020

\$6,495,362.39

Reviewed by FAC: N/A

Annual Board Acceptance: District Board Approval 12/20/17, 10/24/18, 04/__/20

*Some of the equipment to be purchased for the new expansion project are not included on this list.

Chief Executive Officer
Louis Ward, MHA



Mayers Memorial Hospital District

Board of Directors
Beatriz Vasquez, PhD, President
Abe Hathaway, Vice President
Laura Beyer, Secretary
Allen Albaugh, Treasurer
Jeanne Utterback, Director

Board of Directors
Quality Committee
Minutes

Full Remote Teleconference
April 8, 2020 @ 12:00 pm
Call In: 530-336-7526, passcode: 48136#

These minutes are not intended to be a verbatim transcription of the proceedings and discussions associated with the business of the board's agenda; rather, what follows is a summary of the order of business and general nature of testimony, deliberations and action taken.

- 1 **CALL MEETING TO ORDER:** Board Chair Laura Beyer called the meeting to order at 12:00 pm on the above date.

BOARD MEMBERS PRESENT:

Laura Beyer, Secretary
Jeanne Utterback, Director

ABSENT:

STAFF PRESENT:

Louis Ward, CEO
Candy Vculek, CNO
Keith Earnest, CCO
Ryan Harris, COO
Jack Hathaway, DOQ
Dawn Jacobson
Jessica DeCoito, Board Clerk

- 2 **CALL FOR REQUEST FROM THE AUDIENCE – PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS**
None

- 3 **APPROVAL OF MINUTES**

3.1 A motion/second carried; committee members accepted the minutes of February 12, 2020
**Utterback, Ward Beyer – Y
Utterback – Y
Hathaway – Y
Ward -Y**

- 4 **Quality Facilities Reports: No Department Reports**

- 5 **Quality Staff Reports**

5.1 **Med Staff:** submitted written report.

- 6 **Quality Patient Services**

- 6.1 **Med-Surgery/Swing:** submitted written report. Hot water heater has had some issues for all the departments in that area of the hospital. COO will follow up with Maintenance – talk about under sink water heater for temporary use until new hospital wing is open.
- 6.2 **Surgery/Anesthesia:** submitted written report. No additional questions.
- 6.3 **Outpatient Services:** submitted written report. No additional questions.
- 6.4 **Cardiac Rehab:** submitted written report. No additional questions.
- 6.5 **Hospice:** submitted written report. Hospice Quality Committee consists of Jack Hathaway, Keith Earnest, Mary Ranquist and Gail Leonard - reviewing all quality framework, policies and updating. Creating quality indicators and benchmarks with Jack Hathaway that has all the necessary information for the department. Pepper Report: CMS report that indicates potential issues based on billing data. We are following the guidelines for patient care with regards to COVID-19.

- 6.6 **Pharmacy:** submitted written report. The hood recertification has been postponed with COVID-19 concerns.
- 6.7 **Physical Therapy:** submitted written report. Patient’s appointments are based on acuity and sometimes insurance has a play into what that timeframe looks like. Depends on doctors we are working with and what that surgery was like, etc. Workers Comp claims take a much longer time to get the appointments scheduled, not because of MMHD but because of insurance processing.
- 6.8 **Respiratory:** submitted written report. No additional questions.
- 6.9 **Retail Pharmacy:** submitted written report. No additional questions.
- 6.10 **Telemedicine:** submitted written report. What would a Rheumatology program look like for our area – we’ve had some referrals and look forward to bringing that service to our community. The Rheumatology program with Telemed2U is using a shared calendar for all coordinators, which offers more flexibility for both MMHD and patients. Right now, we are only accepting Rheum patients with Partnership, but when/if we open to all payers, we hope to see an increase in patients.
- 6.11 **SNF Events/Survey:** all about COVID-19. We are prepared as possible. All staff are in N95 masks to protect all patients and staff members. No visitors are allowed in, with the exception of family members with a resident on comfort care. Activities have been restricted and we are working on electronic opportunities for our residents, in addition to in room activities. CDPH was out last week of March with the point of being consultation on what our current processes are. Testing for COVID-19: Tier 1 - if we get a test to the county by 10:00 am that day, we will know the test results by 5:00 pm that same day. Tier 2 and Tier 3 testing is taking a couple of days because of the private labs. All of our residents, patients and staff are Tier 1 testing. We are starting to see some sadness around the residents with no visitation, limited movability and bad weather. Luckily we have some good weather and we can work with families on visits outside the window.
- 6.12 **Infection Control:** focus is on hand hygiene and proper use of the mask. Distributed via email the proper mask procedures.

7 Quality Finances Reports: No Department Reports

8 Quality Program Reporting and Initiatives

- 8.1 **Quality/Performance Improvement:** all reporting has been put on delay. Implementing projects with the nursing staff for potential surge in COVID-19. Data analysis has been kept up for reporting so we are ready when reports are.
- 8.2 **PRIME:** mid-year reporting came in March. Request for additional information and those requests are being completed. Our denominator has been increased with the help of our Telemedicine program.
- 8.3 **Education:** all normal work is continuing. We are jumping in to help with nursing staff to prepare for a surge. Daily calls with the state to stay up to date with COVID-19 and putting all processes into place. Zoom Meeting Room being used for ER doctors and nurses with patients.

9 NEW BUSINESS: none

10 ADMINISTRATIVE REPORT: masking has been a huge priority for MMHD. 23 cases confirmed in Shasta Co. 67 individuals in quarantine – 18 individuals in isolation (direct contact with a positive COVID-19). 2560 cases are projected in Shasta Co. by end of April – a report being created for Shasta Co. – high level numbers. Of that 192 hospitalized cases, at this point we have beds to hold that in Redding, ICU numbers might be challenging. Federal Medical Center is housed at the Redding Civic Auditorium – 125 beds set up. Louis and Val were in attendance at a meeting last week discussing with all other Shasta Co. Medical Facilities that Federal Medical Center. This will be the acute care patients – not COVID-19 patients. Val is Deputy Liaison Officer for the EOC - will give us direct access to real time data on that facility. Public Health has asked MMHD to set up 25 beds – generally we have 16 beds that we staff for – Candy and team has set up a plan. Outpatient Surgery has been converted to a COVID-19 unit – should house up to 6 patients. We are looking at Station 3 as our next area to house patients to meet our 25 bed set up. Staffing has been adjusted for surge. If we get a critical patient with COVID-19, our hope is that we can transfer them to Redding where there are more intensive resources. Training has been provided to staff for critical care. PPE levels are currently good. Burn Rate Calculator allows us to see what our days on hand for supplies are. Concerns are there with disinfectants but alternatives are ready to use. Biggest concern is surgical masks – one of the first things we will see run out. Luckily we have a great stock of N95s – thanks to emergency preparedness for fires in our area. We’ve received a lot of cloth masks from the community – these are not being used in direct patient care but serving non direct patient care staff protection. Zoom Room will allow virtual examinations for medical staff and patients. Funding has been allocated for reimbursements on COVID-19 responses, and for many virtual requirements. Recognition to all C Team and especially Louis for all the proactive measures put into place for COVID-19 – and a thank you to Louis for all the stop in’s into office spaces and nurses stations to check in on staff. After the fire in the laundry facility,

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk to the Board of Directors, 43563 Highway 299 East, Fall River Mills CA 96028. This document and other Board of Directors documents are available online at www.mayersmemorial.com.

we were able to pick up an agreement with AlSCO to launder our own linens. And we are working with getting the laundry facility back up and running.

11 **OTHER INFORMATION/ANNOUNCEMENTS:** None

12 **ADJOURNMENT: 1:03 pm** - Next Regular Meeting – May 13, 2020 (Fall River Mills)

DRAFT

The following are the new and Revised Policies and Procedures that have been approved by the Policy and Procedure Process. These policies and procedures have been put in the appropriate hospital manuals.

**Date:
April 6, 2020**

**For Quarter Ending
March 31, 2020**

Department	Document	New/Revised/Retired
Acute - Med Surg	Admission Policy, Acute	Revised
Acute - Med Surg	Dressings, Surgical	Revised
Acute - Med Surg	Foley Catheter Irrigation	Retired
Acute - Med Surg	Medication Administration Using Barcoding System	Revised
Administration	Organizational Conflict of Interest Policy for Designation	Revised
Anesthesia	Change of CO2 Absorbent	Revised
Board of Directors	Contract Review Form MMH586	New
Business Office	Charity Care Policy	Revised
Disaster	Bed Availability - Disaster Plan MMH315	Revised
Disaster	Disaster Response Communications Plan	New
Disaster	Disclosure of Protected Health Information During	Revised
Disaster	Emergency Plan - Instructions for Business Office-Facility	Revised
Disaster	Medical Record Tracking During Emergency	New
Disaster	Phone System Downtime Process	New
Emergency Department	Acute Stroke Protocol	Revised
Emergency Department	Broselow Daily Check List MMH538	Revised
Emergency Department	Discharge Instructions (ED) MMH667	New
Emergency Department	Fetal Heart Rate Monitoring	Revised
Emergency Department	History and Physical Responsibility on Patients Admitted	Retired
Emergency Department	Homeless Patient Protocol/Plan for Discharge Forfeiture	Revised
Emergency Department	Intubation Procedure Documentation MMH662	Revised
Emergency Department	Lab Test Request MMH675	Revised
Emergency Department	Magnesium Sulfate Administration	Revised
Emergency Department	Midazolam Intranasal (Versed)	Retired
Emergency Department	Newborn Identification MMH172	Revised
Emergency Department	Physician Progress Notes MMH1001	New
Emergency Department	Stabilization of the Neonate	Revised
Emergency Department	Telephone Follow Up Progress Note MMH499	Revised
Emergency Department	TNK Nursing Protocol - Acute Coronary Syndrome	Revised
Emergency Department	Transferring Trauma Patients	Retired
Environmental Services	CT SCAN TRAILER CLEANING CHECK OFF LIST MMH668	Revised
Environmental Services	CT Trailer-Scanner Cleaning	Revised
Environmental Services	Storage, Collection and Transportation of Hospital	New
Hospice	Discharge from Hospice Care	Retired
Hospice	Emergency - Disaster Management - Hospice	Retired
Hospice	Ending Hospice Care: Discharge, Revocation, and Termination	New
Hospice	Hospice Aide Supervision	Revised
Hospice	Hospice Property	New

Department	Document	New/Revised/Retired
Hospice	Infection Control - Cleaning and Decontaminating	Revised
Hospice	Levels of Care - Hospice	Revised
Hospice	Medical Director - Hospice	New
Hospice	Medication - Management, Hospice	New
Hospice	Medications - Do Not Crush Medications - Hospice	New
Hospice	Nursing Services - Hospice	Revised
Hospice	QAPI-Benchmarking	New
Hospice	QAPI-Program Data	New
Hospice	Revocation of the Medicare Hospice Benefit, Hosp	Retired
Hospice	Service Area, Hospice	Revised
Hospice	Spiritual Care Services - Hospice	Revised
Hospice	Staff Education - Hospice	Revised
Hospice	Staffing Ratios and Planning - Hospice	Revised
Hospice	Transfer of a Hospice Patient	Retired
Human Resources	Dress Code/Personal Appearance	New
Human Resources	Hours of Work and Overtime	New
Human Resources	Service Recovery (Complaint, Non-Employee)	Revised
Human Resources	Service Recovery Form (Complaint Non-Employee)	Revised
Imaging	IV CONTRAST ADVERSE REACTION TREATMENT	Revised
Imaging	Nuclear Commission Guide, Number 8.13 Instructi	Revised
Imaging	PATIENT PREPARATION FOR RADIOLOGY PROCEDU	Revised
Infection Control	Infection Control Construction and Renovation Per	Revised
Infection Control	Pneumococcal - Influenza Vaccination Documentat	Revised
Infection Control	Pneumococcal Conjugate Vaccine Consent - SNF M	Revised
Infection Control	Tuberculin Skin Test and Consent MMH571	Revised
IV-Med	Adverse Drug Reaction Reporting	Revised
IV-Med	Dopamine Administration in Vasoactive Doses	Revised
IV-Med	Drug Samples	Revised
IV-Med	Iron Dextran, IV Administered Patient Education-Ir	Revised
IV-Med	Use of Oral Syringes - Acute	Revised
Medical Staff	Clinical Social Worker Core Privileges	New
Medical Staff	CRNA, Nurse Anesthetist, Certified Registered Core	Revised
Medical Staff	MEC-Governing Board Endorsement for Physician	Revised
Medical Staff	Midlevel Providers, Standardized Procedures and F	New
Medical Staff	Optometry Core Privileges	Revised
Medical Staff	Psychology Core Privileges	Revised
Obstetrics	Apgar Scoring Chart MMH231	Retired
Obstetrics	Apgar Scoring of the Newborn	Retired
Obstetrics	Cervical Ripening, Misoprostil (Cytotec) for	Retired
Obstetrics	Cesarean Section / Induction of Labor Scheduling	Retired
Obstetrics	Cesarean Section, Consent for Visitors to Delivery	Retired
Obstetrics	Consent for Visitor to Delivery Cesarean Section	Retired
Obstetrics	Emergency C-Section Response	Retired
Obstetrics	Epidural Infusion for Labor and Delivery	Retired
Obstetrics	Family Pact Sterilization Consent PM330	Retired

Department	Document	New/Revised/Retired
Obstetrics	Foley Balloon, Cervical Ripening	Retired
Obstetrics	Labor and Delivery Charge Form MMH88	Retired
Obstetrics	Labor and Delivery Charges	Retired
Obstetrics	Labor and Delivery Induction Checklist MMH534	Retired
Obstetrics	Labor Discharge Instructions MMH169	Retired
Obstetrics	Labor Progress Record MMH909	Retired
Obstetrics	Manual Review and Approval MMH289	Retired
Obstetrics	Medical Screening Examination Performed by Qua	Retired
Obstetrics	Monitoring and Admission of Obstetrical Patients	Retired
Obstetrics	Newborn Flow Sheet MMH1016	Retired
Obstetrics	Newborn Hearing Screen Consent/Waiver MMH39	Retired
Obstetrics	Newborn Occurrence Screen (Risk Management) M	Retired
Obstetrics	Newborn Screening for Child Abuse and Neglect	Retired
Obstetrics	Newborn Screening Test, Important Info for Patien	Retired
Obstetrics	Non-Stress Test	Retired
Obstetrics	Nursing Obstetrical Assessment MMH171	Retired
Obstetrics	OB Risk Assessment Guidelines	Retired
Obstetrics	OB Staffing Pattern	Retired
Obstetrics	Obstetric Medical Screening Tool MMH558	Retired
Obstetrics	Obstetric Staffing Pattern	Retired
Obstetrics	Obstetric Staffing Pattern	Retired
Obstetrics	Outpatient Obstetrical Assessment Record MMH30	Retired
Obstetrics	Oxytocin (Pitocin) Administration for Induction/Au	Retired
Obstetrics	Oxytocin In Use Checklist for Women with Term Si	Retired
Obstetrics	Pain Management-Obstetrical	Retired
Obstetrics	Physician Coverage for Laboring OB Patients	Retired
Obstetrics	Postpartum-Self Assessment Checklist MMH47	Retired
Obstetrics	Prenatal Records, OB	Retired
Obstetrics	RhoGAM, Postpartum	Retired
Obstetrics	Risk Management Occurrence Screen, OB MMH38	Retired
Obstetrics	RN Orientation to Labor and Delivery	Retired
Obstetrics	Scheduling Induction of Labor Patient Safety Check	Retired
Obstetrics	Specimen Collection Form for Newborn Screening	Retired
Obstetrics	Stress Test Uterine Contraction	Retired
Obstetrics	Tachysystole Oxytocin Algorithm MMH531	Retired
Obstetrics	Vacuum Extraction During Vaginal Delivery	Retired
Outpatient Medical	Alginate Dressings-Wound Care	Retired
Outpatient Medical	Circumcision, Newborn	Retired
Patient Access	Post Hospital Care MMH461	Revised
Pharmacy	Aminoglycosides (Gentamicin Tobramycin) Extens	Revised
Pharmacy	Drug-Nutrient Interaction	Revised
Pharmacy	Drug-Nutrient Interaction Key MMH544	Revised
Pharmacy	Parenteral Products Patient Record Keeping	Revised
Pharmacy - Retail	Controlled Substance Dispensing - Retail Pharmacy	New
Pharmacy - Retail	Controlled Substance Inventory - Retail Pharmacy	New

Department	Document	New/Revised/Retired
Pharmacy - Retail	Controlled Substance Prescription Monitoring Prog	New
Pharmacy - Retail	DEA Form 222 Ordering Processing Receiving - Ret	New
Pharmacy - Retail	Disposing of Controlled Substances - Retail Pharm	New
Pharmacy - Retail	Purchasing Receiving and Storage of Controlled Su	New
Pharmacy - Retail	Report of Theft or Loss of Controlled Substances -	New
Pharmacy - Sterile Compound	Glove Tip Testing, Barrier Isolator	Revised
Pharmacy - Sterile Compound	Hand Sanitizing and Garbing Sequence - Clean Roo	Revised
Pharmacy - Sterile Compound	Media Challenge, Sterile Compounding:	Revised
Pharmacy - Sterile Compound	Pharmacist Orientation, Training And Competency	Revised
Pharmacy - Sterile Compound	Pharmacy Technician Clean Room Training and Ass	Revised
Pharmacy - Sterile Compound	Sterile Compounding Log MMH605	Revised
Preprinted Orders	Acetaminophen Overdose Protocol MMH507	Retired
Preprinted Orders	Refusal of Care (AMA)-Transfer Information and Re	Revised
Preprinted Orders	REFUSAL OF TRANSFER, AGAINST MEDICAL ADVICE	Revised
Quality & Performance Impro	Out of Service Tag MMH331	Retired
Respiratory Therapy	Concentrator Maintenance Log MMH51	Revised
Respiratory Therapy	Oxygen Concentrator Maintenance	Revised
Skilled Nursing	Abuse Resident, SNF	Revised
Skilled Nursing	Dental Emergencies	Revised
Skilled Nursing	Dress Code, Nursing	Retired
Skilled Nursing	Food from Outside Sources - SNF	New
Skilled Nursing	Investigation Tool Form SNF MMH314	Revised
Skilled Nursing	Long Term Care/Medicare SNF Resident Discharge	Revised
Skilled Nursing	MEDICATION RISK REVIEW MMH141	Revised
Skilled Nursing	M-SNF/SNF Admission Process	Revised
Skilled Nursing	Nail Care	Revised
Skilled Nursing	Notice of Proposed Transfer Letter Form - MMH33	Retired
Skilled Nursing	SNF Resident Council	Revised
Social Services	Admission Intake Form-SNF	Revised
Social Services	Mini Mental Status Exam	Revised
Social Services	Patient Self-Determination Act (PSDA)	Retired
Staff Development	Nursing Assistant Training Program	Retired
Surgery	Anesthetist Orders - Post Anesthesia Recovery (PA	Retired
Surgery	Cardiac Clearance for Surgery MMH552	Revised
Surgery	Colonoscopy Progress Notes MMH670	Revised
Surgery	Correct Surgery Site Verification	Revised
Surgery	Esophagogastroduodenoscopy Procedure EGD	Revised
Surgery	Esophagogastroduodenoscopy Progress Notes MM	Revised
Surgery	Formalin Use and Storage of	Revised
Surgery	Outline of Major Complications of Anesthesia MM	Revised
Surgery	Oxygen and Saturation Flow Sheet - MMH209	Revised
Surgery	Physician Orders - Orthopedic Postoperative Outp	Revised
Surgery	Post Anesthesia Recovery Record MMH195	Revised
Surgery	Preoperative Surgical Site Hair Removal	Revised
Surgery	Request for Presence of Observer During Medical I	Revised

Department	Document	New/Revised/Retired
Surgery	Steris Monitoring	Revised
Swing Bed	Swing Bed Medical Staff Assessment and Documer	Revised
Volunteer	Volunteer Training	Revised



Mountain Valleys

HEALTH CENTERS

Big Valley Health Center
P.O. Box 277
554-850 Medical Center Drive
Bieber, CA 96009
(530) 999-9010
Fax (530) 294-5392

Burney Health Center
37491 Enterprise Drive
Burney, CA 96013
(530) 999-9030
Fax (530) 335-3060

Burney Dental Center
20615 Commerce Way
Burney, CA 96013
(530) 999-9031
Fax (530) 335-5558

Butte Valley Health Center
P.O. Box 170
610 West 3rd Street
Dorris, CA 96023
(530) 999-9070
Fax (530) 397-4567

Fall River Valley Health Center
P.O. Box 490
43658 Hwy. 299E
Fall River Mills, CA 96028
(530) 999-9020
Fax (530) 335-5166

Mount Shasta Health Center
101 Old McCloud Rd.
Mount Shasta, CA 96067
(530) 999-9040
Fax (530) 926-1859

Tulelake Health Center
P.O. Box 725
498 Main Street
Tulelake, CA 96134
(530) 999-9060
Fax (530) 667-2562

Weed Health Center
50 Alamo Ave.
Weed, CA 96094
(530) 999-9050
Fax (530) 938-2662

April 8th, 2020

Dear Mayers Memorial Hospital Board of Directors,

Mountain Valleys Health Centers would like to address the action taken by Dr. Dahle this past week. Dr. Dahle's community letter was not endorsed by Mountain Valleys Health Centers nor would MVHC utilize Facebook as a means to communicate between organizations.

Mountain Valleys' Executive team has been meeting with both Louis and Travis routinely (one to two times a month) since the start of my time as CEO. We believe this is the appropriate venue to address potential collaborations or points of contention between our organizations. We will continue to do so in this forum.

The nation is facing a pandemic event and our focus must remain on the fight against the virus. Our organizations have been working hard on COVID-19 preparation, planning and response. We have been working together on plans to do community testing, education, etc.

We hope to continue our path of collaboration in order to achieve a common goal which is to provide quality healthcare to the people in our communities. Thank you for your time and your dedication to the community as a volunteer board member.

Kindest Regards,

Shannon Gerig
Chief Executive Officer



Operations Report April 2020

Statistics	March YTD FY20 <i>(current)</i>	March YTD FY19 <i>(prior)</i>	March Budget YTD FY20
Surgeries <i>(including C-sections)</i>	35	40	64
➤ Inpatient	5	1	16
➤ Outpatient	30	39	48
Procedures <i>(surgery suite)</i>	121	89	144
Inpatient	1180	1411	1520
Emergency Room	3140	3051	3015
Skilled Nursing Days	21065	20570	20805
OP Visits (OP/Lab/X-ray)	9965	11957	11967
Hospice Patient Days	850	1047	1053
PT	1910	2356	2250

Operations District-Wide

Prepared by: Louis Ward, CEO

COVID – 19

As expected, the entirety of the district work this month was consumed by COVID preparedness. Over the past 6 weeks, we have examined many of our policies while preparing and educating our staff to treat COVID, when examining we quickly and decisively made hundreds of changes to the way we as a hospital and staff operate. I believe the days of sweeping policy change are now behind us as the “change” has occurred and we are now acclimating to the new “normal”. I want to thank the staff and management for their flexibility in what was undoubtedly one of the most stressful months we have ever experienced.

As COVID19 preparedness and data is changing daily, staff will be reporting verbally an up-to-date report at the full board meeting.

Resources for Employees

Throughout the past month, we have stayed in constant communication with employees to better understand their needs while they and their families grapple with the economic, physical, and mental stress of COVID19. It is apparent to us each employee has unique circumstances and requires an individualized approach; we are making that approach available to them. At this point Administration has made immediate changes to some personnel policy in an effort to assist the entire MMHD employee group throughout this event. Changes made to Personnel policy:

- We are allowing Employees to go into a negative balance on their PTO. We are allowing the employee to go to a balance of negative 40 hours. This will need to be accrued back later this year
- Our current PTO policy only allows for one (1) cash out per calendar year. We have changed the policy to allow for multiple cash outs.
- The current PTO policy requires employees leave half or at least 40 hours of their PTO balance in their PTO bank when cashing out. We are now allowing the employee to cash out to a zero balance.

PPE

Our Purchasing Department, working with Jessica DeCoito have been maintaining a PPE Burn Rate Spreadsheet, which has been a very valuable tool for Administration and Nursing leadership to determine our PPE usage and necessary ordering patterns. I have attached the tool as part of the board report for your review. At this point, our PPE situation is good; we are low on some disinfectant products however, we are switching to alternative products where it makes sense. I do want to take this opportunity for their generosity while making and donating cloth masks to our facilities. Our current masking policy requires our clinical employees to wear medical grade masks while in direct contact with patients however cloth masks are being used for non-clinical workers while they perform jobs within the hospital.

Virtual Meetings

All meetings are occurring virtually at the moment. We are using a number of platforms to do this however, we are moving more towards Zoom than any other. We are still regularly using our conference lines to hold larger meetings such as this month's managers meeting however when we have a group of 10 or less we are using Zoom in most cases. This will likely continue to grow in the coming months and will likely continue with us even after COVID for quick and efficient meetings. There of course will always be a need to have in-person meetings when we can return to in-person meetings however, I have found we can be much more efficient and productive with quick virtual meetings when they make sense. Thanks to our IT department for all of their work to set this all up for us.

District Hospital Leadership Forum

The DHLF Executive committee I sit on met virtually a number of times this month to finalize the HQAF model, which bring in over \$108 million to Districts around the state. I am fortunate enough to represent all critical access hospitals who are also districts in the state while working with the other five members of the executive committee. The great news to report is while working with the group we were able to secure over \$25 million dollars for critical access hospitals. This amount is just about \$2 million dollars higher than models we had seen as a group in the past. Mayers will also benefit from this increase by a little over \$160K more than past HQAF6 models. The HQAF6 model was finalized by the executive committee and approved by the full board in April.

Chief Clinical Officer Report

Prepared by: Keith Earnest, CCO

Physical Therapy

- Therapists and patients are wearing masks during treatments. Patients are screened with questions and temperature prior to treatment.
- Telemedicine patients are now being seen in Physical Therapy Exam Room D. This has gone well. In the future wound care / outpatient medical patients will be seen in physical therapy area. These moves are to free up space in the main building for the COVID isolation area and to make way for additional acute care beds.
- Referrals have fallen as orthopedic surgeries are not being done during the COVID crises. Routine physician visits that would result in PT referrals are either being deferred or done remotely. Some patients have chosen to stay home and not go to PT due to shelter in place precautions.

Pharmacy

- Mayers is prepared to flex to 25 acute care beds. Rental Pyxis machines for another nursing station are scheduled to arrive on April 17 and be live by April 21st. Medications to stock the machines have been ordered.
- In Skilled Nursing, residents on nebulized breathing treatments have been converted to metered dose inhalers whenever possible. If a resident gets a coronavirus infection, nebulizers spread the virus putting staff and other residents at great risk. We have followed the recommendation to move away from nebulizers so it isn't a crisis if we have coronavirus in our facility.
- The drug database for the infusion pumps has been updated. Updates include infusion that are used on intubated patients. Nursing will be uploading the update into the pumps over the next couple of weeks.
- The pharmacy staff are doing their best to navigate drug shortages. As soon as a medication is mentioned on the national media is almost immediately is bought out. Mayers does have one bottle of hydroxychloroquine. Zinc and azithromycin are on backorder.

Retail Pharmacy

- We have hired an additional pharmacy clerk who is studying to be a pharmacy tech. This person will help us to cover vacation days and sick days. Having another person has been helpful during our COVID response, allowing a tech that usually works in retail to help set up the additional Pyxis machines.

Respiratory Therapy

- We are bringing on two registry respiratory therapists. If Mayers has patients on ventilators, a respiratory therapist will need to be onsite at all times. The additional staff will also be needed if we have 25 acute care patients.

Cardiac Rehab

- Monitored patients continue to rehab with masks and screening.
- Trudi Burns, Cardiac Rehab manager, has helped out wherever she can, including helping with laundry after Mayers laundry facility was put out of commission, and grocery delivery.

Telemedicine

- Talk counselling for FRJUSD students will resume on Friday May 1st with Dr. Masters. Sessions will take place in Physical Therapy.
- Patient volumes have not dropped much due to patients staying home with the exception of nutrition.
- Rheumatology consultations will begin once the physician is through the credentialing process.

Chief Nursing Officer Report

Prepared by: Candy Vculek, CNO

All acute care RN positions are filled. Two RNs remain in orientation and a third starts 4/20. One RN remains on medical LOA but her position is covered due to the closure of the OR during the COVID 19 outbreak. All Emergency Department RN positions are filled. One RN completed orientation this week and a second will complete orientation after April 20th.

LTC staffing continues to be a challenge with a significant number of LVN and C.N.A. vacancies. Planning is underway to try to mitigate these vacancies. COVID 19 has had a negative impact upon the planning to conduct the next C.N.A. class at FRM and Burney.

COVID-19 Update

- All visitors, vendors, and non-essential staff continue to be restricted from entering either the hospital or the SNF
- All entrances to the hospital and SNF are closed and everyone entering the hospital are being screened prior to entry.
- All employees are being screened prior to the start of their shift and MMHD is being extremely diligent in managing the sick employee.
- The disaster management trailer continues to be the initial screening area for potential COVID patients.
- The Outpatient Medical Unit is now set up to manage 4 to 6 potential COVID patients. Outpatient Medical Services are being managed out of the recovery room space for now.
- ED staffing increased to 3 staff members
- MMHD is now prepared to manage a patient surge up to 25 inpatients.
- Residents in the SNF are being screened twice daily
- Housekeeping services have greatly increased their services all across the facility.
- Certain non-clinical staff members continue to work from home

- The cafeteria remains closed.
- All elective surgeries are cancelled

SNF Report

- Census = 79 Residents (Burney Annex = 46; Station 2 Fall River = 33)
- The memory care unit is full with a waiting list. New potential residents are being screened for potential admission.
- CDPH is calling daily to check on the status of the SNF. Questions are all focused upon the COVID-19 outbreak.
- MMHD SNF is strictly following all of the recommended CDC Guidelines and State mandates. Information is being reviewed and assimilated to staff daily.
- Residents and families have been utilizing technology to have “FaceTime” chats with each other. Tables have also been set up outside certain windows so residents can visit with his or her families through the glass and utilizing a portable phone. Additional electronic devices have been ordered so that these services can expand

Acute Care Report

Please see attached Director report

Emergency Department

- Please see attached Director report for additional information
- 286 patients were treated in the Emergency Department in March
- IT has set up a tele-med variant to all MD’s to see patients in the trailer without need to use PPE.
- IV pump library update is almost complete. Pumps will be updated soon.

Laboratory

- Continue to search for a CLS manager. Several applicants have been screened but an appropriate fit has yet to be found.
- Point Click Care interface – This project has been forced to the back burner because of all the work in preparation for COVID response.
- Testing capability through the BioFire unit (what we have) has been approved. Because the BioFire was a DOD development, they get first crack at testing kits. Chris believes that testing kits will become available for us NEXT WEEK. Still working towards obtaining a second testing unit.
- Shasta County has asked for only high risk patient tests to be sent to them – all others are to be sent to LabCorp.
- Microbiology Allscripts – This will either have to carry on remotely or be placed on back burner for a couple months due to COVID response

Radiology Board Report

The contract with MDI to replace the current physician radiology group has been signed. The HL7 interface is complete and final stages of development are underway. Once completed we will be able to execute a transition from Shasta Radiology to MDI sometime within the next two months.

Chief Operating Officer Report

Prepared by: Ryan Harris, COO

Hospital Expansion Project

- With Layton assigning a new project manager to the project, the expansion is moving forward and we have been able to start to recover some time on the project. The power to the HVAC system has been released by OSHPD and is now being used to heat and cool the building. They are currently working on phase two which will release several other panels for outlets and lights. They are planning on having the building exterior completed by May 1st, the building interior finishes completed by May 27th. The owner installed FF&E will start on June 12th, with completion of the expansion project on July 8th. After its completion and sign off by OSHPD they will back feed the existing hospital starting August 5th and their RFP completion date is August 19th. I am happy to report that significant progress is being made and am hopeful that the new Layton crew will meet these milestones.
- We have approved one change order for \$49,590.50. This was for excess moisture in the concrete slab preventing them from installing the flooring. The entire floor will need to be prepped and an Ardex MC Rapid Moisture control system be used. This is a multi-layer epoxy moisture barrier. This also extends the warranty on our flooring to 20 years if the damage is caused by the excess moisture in the concrete when the flooring was installed. The approved amount of moisture in the concrete for the installers to proceed is maxed between 75-80% RH depending on the type of flooring. The readings on the concrete we are getting are between 92-95% RH. Layton used the \$22,395 allowance they were carrying to do this on some of the floors and we are covering the rest because it is the entire floor that needs to be done and this is an unforeseen condition.
- We also anticipate getting a change order in the amount of up to \$900,000 for the electrical delay. We have already denied this claim for various reasons caused by the contractor, its personnel, and its subcontractors.

Facilities, Engineering, Other Construction Projects

- The Burney Health Clinic contract is nearing completion and will be signed by both Trent Construction and MMHD the week of 4/13. This contract will be included in the board packet for the board to review. Construction will commence on May 6, 2020 and expected completion is January 8, 2021. With occupancy estimated in the Spring of 2021.

- Construction on the Administration Building remodel is well underway. The new office space will house both the Administration and Finance departments. Our estimated completion date is June 1st, 2020.
- The extension to the hospital demolition project has been approved by OSHPD. The new milestones that we must meet are as follows: Completion of the new hospital wing by 9/25/20, start partial demolition of the existing hospital by 4/15/21, completion of the demolition project by 12/15/21.
- The Riverview House is in the final stages of completion. Engineering is currently working on the final punch list items to complete the project. The house will not be available until after the NHW project is completed and the sewer line can be reconnected.
- We have received our approved plans back from OSHPD on the Acute Nurse Call system. This project has been put on hold until after the facility COVID-19 restrictions have been lifted. This has not caused any negative project impacts because of the extension on the demolition project.
- SNF Refresh project will include the updating of all sinks to be ADA compliant. This project has also been put on hold because of the facility COVID-19 restrictions.
- We have decided to bring the helistop project in-house. We have received the drawings and are waiting until Layton's temporary power is out of the way to begin. We were anticipating starting this month but due to delays on the expansion project, we have been unable to do so.
- Facilities and engineering crews have been working closely with nursing leadership to ensure that our facilities can meet the demands of COVID-19 including rooms for a patient surge, isolation rooms, negative air pressure, monitoring, and HEPA filtration.
- Facilities personnel are also staying on top of their normal daily tasks while minimizing the amount of facilities staff traffic in the hospital and skilled nursing facilities.
- COVID-19 has presented some interesting challenges when it comes to maintaining all fire life & safety requirements and preparing for a possible patient surge. Alex and his team have done a wonderful job of being creative to meet both requirements.
- Work has been begun on grounds projects and upkeep. Facilities will start an irrigation project on the back lawn as well as the landscaping in front of Station 3 in the coming weeks.
- We are awaiting bids for the Laundry facility project. A decision will be made Monday 4/20 on which contractor we will proceed with. The estimated damage to the facilities, inventory, and equipment is \$200,000-\$300,000. The insurance company is sending an investigator to determine the cause of the fire.

IT

- IT currently has two full-time employees which include the system administrator and manager. They receive on average 378 new tickets per month. They spend 36.95 percent of their time on those tickets. Their average response time is 4 hours 20 minutes and their average resolution time is 3 hours. Only 1.6% of those tickets have an impact on patient care, business continuity, regulatory compliance, or security posture. As you can see these tickets are taking up a large portion of the manager and system administrators time which most of these tickets could be handled by a system analyst or support tech. Therefore, I am pleased to announce that we have hired a support tech to take on some of the IT support roles. This will free up time for our higher-level IT employees to focus on the many projects

we have ongoing. I am very appreciative that the IT department was able to get all 4/5 and 5/5 scores on satisfaction surveys even being short-staffed.

- New ticketing system performing extremely well, with good metrics seen.
- Paragon 15 is estimated to go live in July.
- Coronavirus precautions have prompted changes in priorities for the Citrix project. We are focusing on enrolling those who need remote work instead of the Windows 7 users.
- The Fall River upgrade to 1-gigabit internet has been delayed to 5/1 due to supply chain issues as well as the facility lockdown.
- The Burney upgrade to 1-gigabit internet has been delayed due to COVID concerns as frontier would need to pass through patient care areas.
- The retail pharmacy 20-megabit internet has been delayed because of a damaged conduit in the parking lot. A section of the parking lot will need to be removed the conduit replaced and the asphalt redone.
- The IT team has been working hard on our backup and disaster recovery solution after we discovered that the current system had inadequate recovery times. After rounding with HYCU, Cohesity, Rubrik, and Veeam, we have selected Cohesity for our new Backup solution. We have not yet selected a configuration style, as we are still weighing the benefits. Both configurations will be able to provide fast, up to date recoveries while keeping our data safe from ransomware. Both solutions will also leverage both Cloud storage and Magnetic Tape storage to ensure we always have a copy of our data somewhere. We have also identified a method to safely store critical documentation and passwords in an air-gapped, FIPS 140-2 Level 3 compliant, state. We have also selected Azure Site Recovery for Disaster Recovery solution, allowing us to failover our infrastructure to Microsoft Azure in the wake of a catastrophic event, such as fire or flooding that would cause the loss of one or more facilities. The Team has also identified areas where a reliable backup was unrealistic and received quotes from vendors to remediate that. Ryan Nicholls has been instrumental in configuring this solution and I appreciate the hard work he has done on this project.
- IT has set up a computer, printer, and internet in the COVID -19 trailer.
- Ryan and I are working on selecting, procuring and installing hardware in the new admin building.
- Ryan N and his team have been working on windows patch management. A new schedule has been established for windows patching, which includes test groups, and dedicated maintenance windows for paragon and one content.
- Ordering will soon begin on all of the new network infrastructure equipment. This will standardize all network infrastructure on the expansion project, Fall River and Burney campuses. We are looking at potential funding sources through the COVID 19 CARES act.
- One Content Phase two is still progressing with 3-day testing done between Mayers, Hyland, and Allscripts last month. There is a possible delay to go live because of COVID.
- IT is also working on updating the technical support policy, service level agreement policy and change management policy. We are also working on Relias training for new hires and an IT wiki for all future documentation.

- Work is ongoing with our security risk assessment remediation's. Ryan and his team have established a workflow for procuring hardware for users using a combination of an IT stockroom and a custom database. Ryan's team has begun work on mobile device management software which will allow us to remotely track and wipe devices, reducing the risk of HIPAA breaches and loss of equipment. We have already put this in place for the new COVID IPads.
- Telemedicine, IT, Dr. Watson, I have rolled out the use of IPads so nursing and physicians can speak with patients in the COVID trailer and the isolation rooms remotely using desktops and IPads and a HIPPA compliant zoom room. This will reduce exposure to our staff while also reducing PPE being used.
- IT is also working on our perimeter security. We have finalized quotes for the installation of the next-gen firewall. We have also hired a 3rd party security audit company, during which they will actively attempt to hack and exploit our perimeter and assist us in the remediation of any failures. We expect this to be a yearly audit.
- IT is currently developing a workflow so that MVHC and MMHD can share COVID 19 test results in a Dropbox account, allowing providers to verify they are not retesting anyone who has been tested in the last 14 days.

Purchasing

- Purchasing has taken over inventory every quarter for departments using chargeable items; this includes ED, Acute, and Outpatient Medical.
- We are organizing the chargeable and non-chargeable items by first reviewing what we are currently charging for, what we should charge for and what needs to be removed from the chargeable items list. We will then make the charging process more efficient and hope that this will capture missed revenue.
- We have been working hard to create an inventory of all items needed for a potential COVID-19 instance.
- We have also changed our purchasing par levels and added extra security to the purchasing department during the COVID – 19 outbreak the country is facing. This was due to supply chain problems and dwindling inventory amounts.
- Jessica DeCoito and Madison Kelly have been working diligently to get us daily inventory counts of PPE and other high demand items. They input this data into a burn rate calculator that the CDC provided. This shows us, based on our usage, how many days' supply we have and which items we should be focusing on procuring.
- We are constantly searching for PPE availability through various vendors.
- The purchasing team has also taken on the task of policing our inventory to reduce waste.
- We are also creating new workflows to supply patient rooms down Station 3 hall in the event of a surge.

- Steve and Madison are also actively engaged in One Content railing and meeting for phase two of One Content.

Food & Nutrition Services

- We are working on a new Point of Sale system that will help the kitchen meal purchases be more efficient. We are still unclear if we are going to roll this out or not due to the increased credit card percentage of 2.6 percent from our existing 2%. There are many benefits to this point of sale system which include 24/7 support, invoicing capabilities for food requests, inventory capabilities, an online portal in addition to iPad and iPhone for transactions, reports, etc. Many reports available include options to create custom reports. This allows access for Kitchen and Finance teams to set up permissions for each person working in Square and customizable receipts for printing and emailing. We can purchase additional apps to use with Square – accounting, inventory, purchases, etc. Deposit settings can be adjusted for day and time of day, keeping track of the cash register, tracking food items that sell the most, and provide the most profit. Further discussion with Finance will be had before moving forward with the project.
- The Food and Nutrition staff is working hard to accommodate the residents' food preference during the COVID lockdown. They have had some minor workflow changes to adapt to but nothing major.
- With the closure of the cafeteria the Fall River department has had some extra time to organize areas of the department and accomplish some additional cleaning tasks.
- Staffing is improving in the department and we are nearing full staff. A couple of our Food and Nutrition staff have elected to take a leave of absence until the COVID orders for people of the age of 65 have been lifted.

Environmental Services & Laundry

- Sherry Rodriguez and her staff have taken a complete inventory of the Laundry Facility for the insurance company. Sherry and I worked on getting a new vendor on boarded to launder our linen immediately after the fire. We are averaging 900 pounds of laundry per week and we are charged .63 per pound to launder and deliver to one of our locations. This is about half the cost of our last vendor to supply and launder linens. To date, I have not heard or any issues with this arrangement, but Sherry and I are both looking forward to getting our Laundry facility up and running again. We have also been transporting the Burney resident laundry to the Fall River laundry area to be laundered.
- Sherry has also been preparing for a possible surge to ensure we have enough staff and linen.
- In the last month, we have also ramped up our infection control practices by making sure to disinfect all doorknobs and handrails in all patient care areas 2-3 times a day. We have also increased the number of times we disinfect our entrances. We have also implemented infection control in our public areas such as the lobby, ER and halls. We are now

disinfecting those 5-6 times a day. We also do a total clean of the COVID trailer twice a day and more often if used. EVS staff also helped to set up isolation rooms and to make sure our isolation processes are in place.

Box A		Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
		4/7/2020	4/8/2020	4/9/2020	4/10/2020	4/13/2020	4/14/2020	4/15/2020
		How Many COVID-19 Patients are Being Treated at Start of the Day? Enter Below.						
Number of Suspected and Confirmed COVID-19 Patients								
Type of PPE	Size/Brand	How Many Are Remaining at Start of the Day? Enter Below.						
Gowns	one size/ea	4934	4934	4914	4814	5094	5094	5094
Face Shields	one size/ea	387	387	383	380	380	380	380
Goggles	one size/ea	36	36	36	36	36	36	36
Gloves (pair)	small	11200	10675	10675	13075	12700	12325	12700
	medium	17950	17650	17575	15025	14650	14275	14650
	large	16325	16100	16100	15575	15425	15500	14675
	extra large	7665	7665	8415	8415	8190	7965	8040
Cavicide	wipes	138	136	135	164	186	241	239
	spray	74	74	74	81	81	80	80
	gallons	23	23	22	22	23	22	22
Sanitizer	purell	12	26	26	24	16	18	16
	foaming	60	60	96	96	96	92	91
Masks	procedural	7300	7300	7300	7250	7250	7200	7000
	N95	4270	4230	4220	4220	4220	4220	4220
Bouffant Caps	one size/ea	0	600	600	600	600	600	600
Other	1							
Other	2							
Other	3							
Other	4							
Other	5							
Other	6							
Other	7							
Box B		Total Number Used per Day (Calculated)						
Type of PPE	Size/Brand	Day 1 - Day 2	Day 2 - Day 3	Day 3 - Day 4	Day 4 - Day 5	Day 5 - Day 6	Day 6 - Day 7	
Gowns	one size/ea	0	20	100	-280	0	0	
Face Shields	one size/ea	0	4	3	0	0	0	
Goggles	one size/ea	0	0	0	0	0	0	
Gloves	small	525	0	-2400	375	375	-375	
	medium	300	75	2550	375	375	-375	
	large	225	0	525	150	-75	825	
	extra large	0	-750	0	225	225	-75	
Cavicide	wipes	2	1	-29	-22	-55	2	
	spray	0	0	-7	0	1	0	
	gallons	0	1	0	-1	1	0	
Sanitizer	purell	-14	0	2	8	-2	2	
	foaming	0	-36	0	0	4	1	
Masks	procedural	0	0	50	0	50	200	
	N95	40	10	0	0	0	0	
Bouffant Caps	one size/ea	-600	0	0	0	0	0	
Other	1							
Other	2							
Other	3							
Other	4							
Other	5							
Other	6							
Other	7							

Box C		Number of Days Supply Remaining (Calculated)						
Type of PPE	Size/Brand	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Gowns	one size/ea	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Face Shields	one size/ea	331.71	331.71	328.29	325.71	325.71	325.71	325.71
Goggles	one size/ea	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Gloves	small	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
	medium	32.64	32.09	31.95	27.32	26.64	25.95	26.64
	large	59.36	58.55	58.55	56.64	56.09	56.36	53.36
	extra large	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Cavicide	wipes	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
	spray	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
	gallons	138.00	138.00	132.00	132.00	138.00	132.00	132.00
Sanitizer	purell	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
	foaming	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Masks	procedural	146.00	146.00	146.00	145.00	145.00	144.00	140.00
	N95	512.40	507.60	506.40	506.40	506.40	506.40	506.40
Bouffant Caps	one size/ea	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Other	1							
Other	2							
Other	3							
Other	4							
Other	5							
Other	6							
Other	7							
Box D		PPE used per patient (Calculated)						
Type of PPE	Size/Brand	Day 1 - Day 2	Day 2 - Day 3	Day 3 - Day 4	Day 4 - Day 5	Day 5 - Day 6	Day 6 - Day 7	
Gowns	one size/ea							
Face Shields	one size/ea							
Goggles	one size/ea							
Gloves	small							
	medium							
	large							
	extra large							
Cavicide	wipes							
	spray							
	gallons							
Sanitizer	purell							
	foaming							
Masks	procedural							
	N95							
Bouffant Caps	one size/ea							
Other	1							
Other	2							
Other	3							
Other	4							
Other	5							
Other	6							
Other	7							



Mayers Memorial Hospital District

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Executive Director of Community Relations & Business Development – Valerie Lakey **April 2020 Board Report**

As I write this update for the April Board meeting and review the March update, it is clear that I have been doing much of the same and it is all related to COVID-19. I will highlight new items below.

Legislation/Advocacy

I continue to work with the CHA Legislative Strategy Group (LSG). We meet via conference call Tuesdays and Fridays. Much of the discussion revolves around state and federal efforts, advocacy and legislation surrounding COVID-19.

The legislators will go back to the Capitol on May 4th. Budget committee hearings are set for April 16 (Senate) and April 20 and 27 (Assembly). The LSG group is working hard to gather information on key cost drivers and revenue losses for hospitals during COVID-19. Information will be gathered requests and needs will be brought forward through CHA. CHA is advocating for short, mid and long-term assistance for hospitals.

I have been keeping the Chief Team and board informed through the daily memo of any updates.

The LSG group has also been monitoring all executive orders and other waivers that will affect how we do business in healthcare. Following are some of the highlights related to the healthcare workforce:

- Workforce Executive Order – high level summary
 - Extending renewals for licensees whose renewal is due March 31-June 2020
 - Reinstating of canceled licenses
 - Allowing nursing students and other trainees to work in hospitals
 - Removing supervision ratios for nurse practitioners/physician assistants (still requires some form of supervision)
 - Waiving the 36-month post-graduation training requirements to allow residents to work in hospitals

It also clarifies that staffing ratios are waived for hospitals and nursing homes, allows hospitals to use EMT's in the hospital, waives credentialing and privileging requirements for doctors in hospitals, and allows the California Department of Public Health (CDPH) to waive licensing and certification, along with scopes of practice, for certified nursing assistants.

Marketing/Public Relations/Recruiting

I have continued to be the lead for communication with staff for the COVID-19 Incident. We are doing a daily communication memo to provide staff with current information and a 12-24 hours notification of changes. This has helped to mitigate issues by keeping staff informed and they are not guessing/coming to their own conclusions on why a change occurred.

MMHD put out an informational piece in the AFTER FIVE regarding the FACT on Covid-19. ([View here](#))

I have done interviews with the New York Times and NPR Radio focusing on rural preparedness.

We started some advocacy to thank our employees and are working on setting up a page on our website in which people can submit thank you cards to staff. We also have a thank you board for the staff and have been recognizing the hard work everyone is doing.

We set up an “e-card” component on the website for SNF residents to receive cards. I have also been helping the Social Workers format their weekly message to SNF families and send it out via our text notification system and put on the SNF department page on the website.

Updates regarding COVID-19 are put on the INTRANET and Website.

We are working with other health partners to present the same message to our communities.

Disaster/Emergency Preparedness

I have been monitoring everything COVID-19 and distributing information and materials as needed to appropriate staff.

We have been providing required data through a real-time dashboard. This all-inclusive real-time hospital data/information goes to the state and is reviewed by the governor’s COVID-19 committee. We are required to complete this report DAILY. (7 days a week).

I have participated in weekly surge calls, the Joint Information Center and weekly press conferences over the last 4-6 weeks.

We completed the [COVID-19 Long Term Care Plan](#).

I have been appointed to the County EOC as a liaison officer in the Command Staff. This has been beneficial as there are no other hospital representatives on the EOC. The structure is mainly composed of personnel from county public health, Cal Fire and Sheriff. I had the opportunity to see the Field medical station in Redding. This is a good opportunity to contribute to the plan and gain insight on county plans.

If you have any questions or concerns on these topics, I would be happy to address them.